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GENERAL HEADINGS.

CURRENT TOPICS 471
PROBABLE EARNINGS OF AN INFANT.. 474
AMERICAN WAR DOCUMENTS 475
REVIEWS 476
AN EPITOME OF RECENT DECISIONS ON THE WORKMEN'S COMPENSATION ACT 476
NEW ORDERS, &C. 481
SOCIETIES 483
THE CASEMENT TRIAL 484
TREATMENT OF IRISH REBELS 484
OBITUARY 484
LEGAL NEWS 484
COURT PAPERS 484
WINDING-UP NOTICES 485
CREDITORS' NOTICES 485
BANKRUPTCY NOTICES iii

Cases Reported this Week.

Foster v. Barnard 477
J. R. Mundy (Lim.) v. London County Council 479
Scott, Re. Scott v. Scott 478
Stanley's Settlement, Re. Maddocks v. Andrews 478
"The Gutenfels" 477
"The Prinz Adalbert." "The Kronprinzessin Cecilie" ... 480
White v. Joy 480

Current Topics.

The Public Trustee's Report.

THE Public Trustee's Report for the year ending 31st March, 1916, which has just been issued, discloses a continued expansion of the business of the Department, the business for the past year having exceeded that of any previous twelve months. The number of new estates and trusts accepted was 1,595, having a value of £16,622,194, as compared, in the previous twelve months, with 1,543, having a value of £11,623,429. The fees taken were £73,209, as against £65,389 in the previous year; the expenses, including exceptional expenses incurred in connection with the removal to Kingsway, were £71,407, as against £61,632. There was thus a surplus for the year of £1,802. The total business from the commencement in 1908 to 31st March, 1916, has amounted to £80,343,142. These figures are sufficient to shew that the Department has been found useful, and that it is still being conducted with the energy which has characterized it from the beginning. Mr. STEWART again calls attention to the valuable honorary services rendered by the Committee on Investments —Mr. F. HUTH JACKSON, Mr. R. MARTIN HOLLAND, Mr. R. M. KINDERSLEY, and Mr. J. A. MULLENS, jun.—which was formed in 1914 to assist him with advice. In the course of the year a large sum which was represented by American investments has been converted into British Government securities. The average rate of income secured during the year has been, on trustee investments, £4 13s. 1d. per cent. and on non-trustee investments £4 16s. 8d. per cent.

Additional Work of the Public Trustee's Office.

AS IS well known, the Public Trustee has had various incidental duties imposed upon him. Under R.S.C., Ord. 22, r. 15, money recovered on behalf of infants is, in general, paid to him, and some 1,250 children's funds are now in course of administration pending the attainment of majority. Many children have already attained twenty-one, and have either received the balance of their moneys or asked the Public Trustee to continue the charge of them. The work of this section of the Department has continued to receive considerable assistance from a large number of organizations engaged in social work. Under the War Loan (Supplemental Provi-

sions) Act, 1915, the funds of friendly societies and trade unions, which are approved societies under the National Insurance Act, 1911, may be transferred to the Public Trustee, and this avoids the expense of the frequent appointment of new trustees of such funds. The new provision has been already taken advantage of by several Unions, particularly in the districts of which the Manchester office is the centre. The business of this office consists partly of trusts transferred from the head office, but in addition it has had 188 new cases of its own this year; last year it had 164. The total amount of new business for the two years is £2,435,537. A new and very interesting branch of the Public Trustee's duties is that imposed under the Trading with the Enemy Acts. The total enemy property, including debts, in this country, as notified or paid over in accordance with the Acts, amounts to £134,000,000. A system has also been instituted for voluntary returns of property in enemy countries held here, and this amounts to £90,000,000. The dealing with this vast property at the end of the war will no doubt present some difficult problems, but it may be hoped that private individuals, both British and German, will come by their own. The staff of the office available for active military service numbers 169, and of these ninety-eight have been released. Of those who have enlisted Mr. STEWART regrets to record the death of five, while honours have been awarded and commissions granted to a large number.

Sales by Mortgagees of Shares.

THE House of Lords have, in *Foster* v. *Barnard* (reported elsewhere), affirmed the decision of the Court of Appeal (1916, 1 K. B. 632, before SANKEY, J., 1915, 2 K. B. 288), and have held that a mortgagee in possession of securities is within the exception of section 1 (1) (b) of the Courts (Emergency Powers) Act, and is entitled to sell the shares without first obtaining the leave of the Court. In effect this affirms also *Ziman* v. *Komata Reefs Co.* (1915, 2 K. B. 163; 59 SOLICITORS' JOURNAL, p. 311), where also it was held that the exception extended to mortgagees in possession of personal as well as of real property. And it extends to an equitable charge by way of deposit of title deeds, provided, of course, the chargee is in possession. But the circumstances of the securities were different in the two cases. In *Ziman's case* debentures had been transferred to the mortgagees, and the mortgagees were in receipt of interest. Clearly this made them mortgagees in possession. In the present case the security had never been in the possession of the quasi-mortgagor. He had ordered the purchase of shares, and they had been bought and taken up by his broker, but he had not paid for them. The broker, it was decided, held them as mortgagee in possession, and was entitled to sell them notwithstanding the statute. We noticed recently that the Courts (Emergency Powers) Amending Bill as originally introduced had a clause amending in several respects the principal Act—as regards the appointment of receivers, the institution of foreclosure actions, and the winding up of companies; and it proposed to override *Ziman's case*. A Bill for this last purpose was before Parliament in the autumn of 1915, but never came to anything, and all these matters have been cut out of the present amending Bill, leaving it solely as a measure to relieve men in the forces in the manner we have already stated (*ante*, p. 412).

Rebellions in Ireland.

WE ARE glad to see that Sir EDWARD CARSON has associated himself in Parliament with Mr. REDMOND'S plea for clemency towards the Irish rebels. Thirteen executions for civil rebellion under sentences of martial law are a phenomenon long unknown to British history. The Canadian Rebellions of eighty and forty-five years ago were suppressed, we believe, with only one execution in each case—that of the rebel leader. Even the Young Ireland Insurrection of 1848, which followed on the continental revolutions of that year, was put down without one single execution, although SMITH, O'BRIEN, MEAGHER, and other leaders were sentenced to death after the old hideous form in cases of high treason—to be drawn, hanged, disembowelled, and quartered. But all the convicts were in fact transported to Australia, where most of them attained distinction in civil life. One of the rebels, GAVAN DUFFY, whom a jury refused to convict, became Prime Minister of Victoria and one of the founders of our Colonial Empire. We must go back to the Irish Rebellion of 1798, to the Jacobite Rebellion of 1845, when CUMBERLAND earned the unlovely name of the "butcher," and to the Monmouth Rebellion of 1685, suppressed so cruelly by the "Bloody Assize," to find any parallel to the present severe use of the extreme penalty of the law, and even in these cases it was the ordinary courts of the realm, not tribunals of officers, who passed the sentences. In 1798, as in 1916, the Irish rebels acted more or less in concert with foreign enemies, then the French and now the Germans. This explains, and to some extent justifies, the extreme severity employed. It should be pointed out that in 1798, so soon as the rebels were actually defeated, the Lord Lieutenant, CORNWALLIS, who held both the civil and military power, at once abolished martial law and brought the prisoners before civil courts. It is true that the present court-martials act, not under a proclamation of martial law, but by virtue of statutory powers conferred under the Defence of the Realm Act; but this is a technical distinction, and there seems no reason why the precedent of Lord CORNWALLIS should not now be followed.

Martial Law in Ireland.

THE ADMINISTRATION of martial law in Ireland at the present moment is marked by one peculiarity. Hitherto the jurisdiction of courts-martial during the course of a rebellion has always been preceded by the proclamation of martial law by the Executive and succeeded by a retrospective Act of Indemnity. The powers exercised by the tribunals of officers are not at common law judicial powers, but simply acts of State on the part of executive officers charged with the duty of suppressing rebellion or expelling invaders by the use of such force as is necessary. Provided no more force than is reasonably necessary is used, then no crime is committed; but in practice it is found impossible to weight too nicely the acts of authority in times of stress, and hence difficulties as to the reasonableness of the force employed are avoided by the expedient of an Act of Indemnity. Such was the state of things that governed the three leading cases—the first and last of which are inconsistent—*Wolfe's Times case* (1798, 27 State Trials, 614), *Reg.* v. *Eyre* (1866, Finlayson's Rep., 74), and *Re Marais* (1902, A. C. 109), which dealt respectively with the Irish Rebellion of 1798, the Jamaica Rebellion of 1865, and the South African War of 1899-1902. But under the Defence of the Realm Act, 1914, section 1 (4), it is possible to try civilians by court-martial for offences against the regulations made under that Act. Regulation 56 provides for trial by court-martial; and, under section 1 (7) of the Defence of the Realm Amendment Act, 1915, "in the event of invasion or other military emergency arising out of the present war," the executive can by Proclamation suspend the right of civilians to elect for trial by jury when accused of offences against these regulations. It is by virtue of this Act that the trials in Ireland have taken place, and it is by virtue of a Proclamation under the subsection of the latter statute (see p. 460, *ante*) that trial by jury has been suspended in Ireland. If, then, the recent events in Ireland are a "military emergency arising out of the present war"—a point perhaps capable of argument—the Irish treason trials are within the powers conferred by the statute, and no Act of Indemnity need be passed.

Secrecy and Privilege.

OUR RECENT observations on Secret Sessions (*ante*, p. 442) may be usefully supplemented by reference to an article by Professor MORGAN which appeared in the *Times* of Monday. Professor MORGAN, as our readers are aware, has of late years earned for himself a reputation as an authority on Constitutional Law second only to that of Professor DICEY. He has, moreover, served in the capacity of Home Office Commissioner at the front, and has contributed to the reviews many articles

of great value on the legal aspects of the present war. In his present letter Professor MORGAN points out that the new Secrecy Order, Regulation 27A, affects three classes of persons: (1) members of either House of Parliament speaking within the walls of Parliament; (2) public speakers, including Members of Parliament, speaking elsewhere; and (3) the Press. No one suggests that the latter two classes have any protection for breach of the statute; as regards the first class, it has generally been taken for granted that Privilege of Parliament protects all statements made by members of either House in the course of debate. Indeed, in the case of *Bradlaugh* v. *Gossett* (1884, 12 Q. B. D. 271), it was laid down that the Courts will take cognizance of nothing said or done within the walls of Parliament short of a criminal offence. It is generally supposed that criminal offences for this purpose must be felonies, not summary offences; but under the Defence of the Realm (Consolidation) Regulations, pars. 56 (3) and 56 (a), breach of the secrecy regulation may be prosecuted either summarily or as a felony. Hence privilege does not seem a conclusive defence if the new regulation is broken within the walls of Parliament. It is true that the Bill of Rights expressly forbids the prosecution of anyone for speeches made in Parliament, but the Bill of Rights—like *Magna Carta*—can be overruled by the Defence of the Realm Act even without an express declaration to that effect in the Act. At least this seems to follow from the fate of *habeas corpus* in *Rex* v. *Halliday* (*ante*, p. 290), so that the position even of speakers in Parliament is insecure. Prof. MORGAN does not appear to notice that the concluding words of the Order seem to go further, and include any person who publishes confidential official information.

The Daylight Saving Bill.

WE PRINT elsewhere the text of the Summer Time Bill. We believe it was at one time intended by the Home Secretary that, on the passing of a resolution by the House of Commons in favour of daylight saving, he would issue orders to the post offices putting in force the proposed alteration of public time as recorded on the dials of public clocks. At least, suggestions to this effect appeared in the public press. But the impracticability of such an arrangement became apparent, no doubt, the moment consideration was directed to the large number of local bye-laws, departmental regulations, and statutory enactments which fix definite hours within which acts are permitted or forbidden to be done. On general principles of jurisprudence it might be argued that measurements of time as fixed in such regulations mean the customary measurements, in which case a change in the recognized practice of measuring time on the part of the public at large would *ipso facto* extend to the hours fixed in such regulations. But the courts have decided otherwise. *Primâ facie*, apart from statute or special convention, the hour of the day has to be ascertained by reference to the position of the sun in the heavens—*i.e.*, by astronomical means. It therefore differs with the locality, and the hour at which a court is fixed to sit means the hour, astronomically ascertained, of the court's local habitation, not Greenwich or Dublin mean time: *Curtis* v. *Marsh* (1858, 3 H. & N. 866). In the case quoted a judge took his seat at the advertized hour of 10 a.m. according to Greenwich time, whereas by local observations the true time was only 9.50 a.m. It was held that a party who failed to appear when the judge took his seat had made no default—he had ten minutes to spare. But in the case of statutes, deeds, and other legal instruments, time means Greenwich mean time, not local astronomical time. This is provided by the Statutes (Definition of Time) Act, 1884. On the other hand, it has been held that statutory terms such as "sunrise" or "sunset" are not measurements of time, but "seasons" (*Gordon* v. *Cann*, 1889, 80 L. R. 20), so that regard must be had to the actual moment when the sun rises or sets, not its Greenwich equivalent.

The Dollar Securities Scheme.

WE PRINT under "War Orders and Proclamations" a Treasury Notice relating to the "Dollar Securities Scheme." The terms of deposit of such securities with the Treasury on loan are contained in a memorandum of 22nd March, the material parts of which are printed *ante*, p. 389. Under clause 5 the Treasury, if a sale becomes necessary, may take over the securities on notice to the holder of the certificate of deposit. The Treasury in that case pays the value of the securities "calculated at the New York Stock Exchange closing quotation of the day on which the notice is sent, with an addition of 2½ per cent. on the value so calculated." To this a proviso is now added, giving the depositor the right to release his securities "on payment in dollars in New York of the value of the securities as fixed by the notification of sale"; but if he does not release them the securities may be sold, and the depositor will receive the actual proceeds of sale, plus 2½ per cent. The depositor is to have fourteen days in which to exercise his option of release, commencing apparently from receipt of the notification of sale. The *Times* of Wednesday, in its "City Notes," explained this somewhat curious scheme as follows:—

> Thus, if a security were going to be sold by the Treasury in New York at a price equal to 90 in London, the lender would receive 90, *plus* a bonus of 2½ per cent., and out of this he would have to purchase as many dollars in New York as are equivalent to the London price of 90. Thus, a lender who exercised the option would be under the necessity of buying exchange on New York, in return for which he would receive back his security and also the bonus of 2½ per cent., less any loss that he might incur on the exchange transaction.

The writer of the note suggests that trust companies and other holders acting in a more or less fiduciary capacity will appreciate this option, because they have felt it to be inconsistent with their duty to part with securities which might be sold at a price below their real value to them; though he adds that it is highly improbable that any of the loaned securities will be sold by the Treasury. As to this probability we do not pretend to judge, but we are glad to cite a skilled exponent of the practical working of an arrangement which is somewhat outside our province. The memorandum of 22nd March stated in clause 5 that under section 2 of the Government War Obligations Act, 1915, trustees could take advantage of the scheme without being liable for loss. We made some observations on this section *ante*, p. 216, and we are not aware that the difficulty to which we called attention has been answered; but the right of repurchase may meet the technical objection if the trustees have funds available for the purpose.

The Defence of Prisoners.

FOR SOME time past the world of laymen has been exercised as to the moral justification for the legal profession; in particular the practice of advocates who defend prisoners without believing in the innocence of their clients has come in for much uninstructed criticism. Lately the Bar Council helped to dispel ignorance and prejudice by laying down rules as to the attitude of counsel called upon to defend a prisoner who confesses his guilt to his legal adviser. As a matter of fact this never happens in ordinary life; Serjeant BALLANTINE, who probably in his long life defended more prisoners than any man who ever lived, says in his "Experiences" that no prisoner ever admitted to him that he was guilty. But what does sometimes happen is that a prisoner puts forward two inconsistent defences, in which case the task of counsel is indeed invidious. The case of *Rex* v. *Denoel* (*Times*, 18th April), which was disposed of last month by the Court of Criminal Appeal, illustrates the difficulty. Counsel was briefed to defend a Belgian accused of rape, and his written instructions were that the woman's story was false, the prisoner never having committed the physical acts complained of. At the trial counsel received proofs of witnesses whose evidence was only relevant if the defence was one of consent, and he was verbally told that such was the real defence. What in this case was he to do? He, in fact, ignored the verbal instructions, and challenged by all legitimate means the correctness of the story of the prosecutrix. The prisoner was convicted, and on appeal alleged that his counsel had violated his authority by

ignoring the true defence. The appeal was dismissed, on the ground that the evidence clearly justified a verdict of guilty, but, in any event, the Court approved of the course taken by counsel as proper and reasonable. In such a case, presumably, the discovery that prisoner is advancing two inconsistent pleas must destroy his counsel's belief that he may not be guilty; thereupon his duty would appear to be that of a counsel to whom his client confesses after the trial has commenced—*i.e.*, he must continue the case, but confine himself to seeing that the procedure is regular, and only admissible evidence is let in. Such was the course recommended by the Bar Council in such a case. But where confession precedes trial, the brief should be returned.

Refusal of Father's Consent to the Marriage of his Daughter on the Ground of Change of her Religion.

A QUESTION of some interest was recently determined in chambers by the Chief Justice of the Supreme Court of New Zealand. By section 19 of The Marriage Act, 1908 (New Zealand), "the father, if resident in New Zealand, of any person under twenty-one years of age . . . shall have authority to give consent to the marriage of such person, and such consent is hereby required for the marriage of such person so under age." By section 20, "in case any father whose consent is necessary to the marriage of a person under age. . . . unreasonably, or from undue motives, refuses or withholds his consent to a proper marriage, then any person desirous of marrying . . . may apply by petition to a judge of the Supreme Court, and if upon examination in a summary way the marriage proposed appears to be proper, such judge shall judicially declare the same to be so, and such judicial declaration shall be deemed and taken to be as good and effectual to all intents and purposes as if the father of the person so petitioning had consented to such marriage." A petition having been presented under this section, it appeared that the father objected to the marriage of his daughter on the ground that she had changed her religion, having left one branch of the Christian Church and joined another. The branch she had joined was the branch to which the gentleman she desired to marry belonged. The mother had raised no objection to the marriage, though she belonged to the same Church as her husband. He did not attend the hearing of the application, though he was served with the petition and papers in the case. The Chief Justice made an order declaring the proposed marriage to be proper, holding that it was unreasonable for the father to refuse his consent to the marriage of his daughter on the ground that she had left one Christian Church and joined another. The father could not be allowed to penalize a child for the exercise of her freedom to change her religion. She was a free agent, and the law did not permit such a form of religious coercion or persecution. We cannot doubt that this decision was a just application of the law, though we are disposed to think that the judges of an earlier period of British history might have decided otherwise.

Probable Earnings of an Infant.

ALTHOUGH our common law abhorred mere probabilities not less than nature abhorred a vacuum in the opinion of mediæval schoolmen, yet there are certain cases in which the duty of discounting and ascertaining contingencies falls upon our judges. Thus, as was held in *Hardy* v. *Fothergill* (13 App. Cas. 351), the money-value of future and contingent debts has sometimes to be ascertained in bankruptcy. And cases arise under the proviso to clause 16 in the First Schedule of the Workmen's Compensation Act, 1906. The clause provides that any award of a weekly payment of compensation to a workman made under the statute may be reviewed at the request of either workman or employer. The proviso enacts that, where the workman was at the date of the accident an infant, and the review takes place within twelve months after such date, the amount of weekly payment may be increased to any amount not exceeding fifty per cent. "of the weekly sum which the workman would probably have been earning at the date of the review, if he had remained uninjured, but not in any case exceeding one pound." But how a county court judge is to estimate the probable future earnings of an infant whose capacities are still latent is a problem difficult of solution.

Some interesting questions as to the scope of "probable earnings" have in fact arisen and been decided in the courts. One of the most puzzling of these went five years ago to the House of Lords in *Vickers, Sons, & Maxim (Limited)* v. *Evans* (1910, A. C. 444). The problem here was whether the earnings of the infant which could be considered were merely those open to one of his grade in the same employment under the same employer; but the House of Lords refused to limit in this narrow way the speculative range of an infant's activities, and held that any considerations shewing a likelihood of increased earning capacity are relevant. Another question which arises depends on the rather complex wording and arrangement of the clauses in the schedule. Clause 3 of the schedule provides that in cases of "partial incapacity" the amount awarded any injured workman is not to exceed the difference between his average weekly pre-accident earnings and his average weekly post-accident earnings. It was held in *Edwards* v. *Alyn Steel Tinplate Co. (Limited)* (1910, 3 B. W. C. C. 141), that the award of compensation on review based on probable increase of earning capacity is not limited to this difference. The weekly payment, notwithstanding that the infant is actually earning something, may be increased to any sum not exceeding the named limit of one pound. The increased payment, however, only dates from the date of the application for review; it cannot be made retrospective: *Williams* v. *Bwllfa & Merthyr Dare Steam Collieries* (1914, 2 K. B. 30). And where an infant returns to work with his employers at the same rate of wage as before the accident, the arbitrator cannot declare the compensation at an end until he has considered and adjudicated upon the question of whether or not the infant's probable earnings might have been higher: *Bowhill Coal Co.* v. *Malcolm, No.* 2 (1910, 3 B. W. C. C. 562).

But the most important class of case which has as yet arisen out of this proviso is that of infants engaged in industries which are now receiving war-bonuses. Is the war-bonus part of an infant's "probable earnings"? That it is an "earning" we think is clear, since—whatever name you call it—it is really part of the workman's wage, and doubtless, like the rose of hackneyed allusion, smells as sweet under the name "war-bonus" as under that of "advance of wages." But can it be said that an increase of wage which is the sole result of a gigantic European war, foreseen by none except a few Jeremiahs, is a probable future earning of a person disabled before 4th August, 1914? His honour Judge MULLIGAN has just courageously grappled with this question in *Davey* v. *Hobbies (Limited)* (*Times*, March 7). He took the view that "probable earnings" does not relate to the likelihood or unlikelihood of an event occurring to increase the earnings of a class of workers. It relates merely to the probability that the infant whose case is under review would, but for his accident, have belonged to a class whose earnings have in fact increased, however unforeseen the fact of or the reason for that increase. This is the common-sense view, and the only one which excludes from consideration remote and uncertain problems of social and economic changes, and, acting on it, the learned judge reviewed the infant's payment in the light of the war-bonuses now paid to his fellow craftsmen.

Just one other speculation suggests itself here. Suppose Parliament enacts that in the interests of national economy a part of every wage is to be paid in War Loan. And suppose that a Chancellor of the Exchequer adopts the tempting device of issuing future War Loans in the shape of premium bonds

carrying a slightly lower rate of interest, plus the chance of a huge prize. Is the infant's probable wage to be calculated on the basis that a part of it will be paid in premium bonds, and what is the value of his chance of a prize? *De minimis non lex curat* is a possible answer to this query.

American War Documents.

(Continued from p. 87.)

The American Note on "The Sussex."—The French Channel steamer *Sussex* was destroyed by an explosion in the English Channel on 24th March, 1916, at about 2.50 in the afternoon. She was unarmed, and was on her passage from Folkestone to Dieppe, with about 325 passengers, among whom were a number of American citizens. About eighty passengers, including some Americans, were killed or wounded. After notes had passed between the American and German Governments as to this incident, to which it is not necessary further to refer, the American Government sent a Note in the nature of an ultimatum about 25th April. It is printed in full in the *Times* of the 26th. It commences by giving the details as to *The Sussex*, and states that, after a scientific and impartial examination by officers of the U.S. Navy and Army, the conclusion was inevitable that the ship was torpedoed by a German submarine. If this had been an isolated case, the U.S. Government might have hoped that the officer responsible for the deed had exceeded his instructions, and that satisfaction might be done by his appropriate punishment, associated with formal disavowal and payment of compensation by the German Government; but it did not stand alone. "On the contrary, the Government of the United States is compelled by the most recent events to conclude that it is only one instance, although one of the gravest and most disturbing, of the deliberate method and spirit with which merchantmen of every kind, nationality, and designation are indiscriminately destroyed, and which has become the more unmistakable the more the activity of German submarines has increased in intensity and extension in recent months." Attention is called to the U.S. protest, when in February, 1915, the German Government announced its intention to treat the waters of Great Britain and Ireland as a war area, and destroy every merchantman within it. The U.S. Government "assumed the standpoint that such a policy could not be followed without permanent, serious, and evident violations of recognised International Law, especially if submarines should be employed as its instruments, because the rules of International Law, rules resting on the principles of humanity and established for the protection of the life of non-combatants at sea, could not, in the nature of things, be observed by such vessels. It based its protest on the fact that persons of neutral nationality and ships of neutral owners would be exposed to the most extreme and intolerable dangers, and that, under the then existing circumstances, the Imperial Government could establish no justifiable claim to close a part of the high seas." In spite of this, the German Government insisted on prosecuting the policy announced, though it assured the United States Government that it would apply every possible precaution to respect the rights of neutrals and protect the lives of non-combatants.

In pursuance of this policy of submarine warfare against its enemy's trade, the German Government's submarine commanders have practised "a procedure of such reckless destruction" as made it clear that that Government had found no way to impose on them the promised restrictions. It had repeatedly assured the U.S. Government that passenger ships at least would not be thus treated, and yet it had repeatedly allowed its submarine commanders to disregard these assurances with impunity. Neutral ships, too, had been destroyed in steadily increasing numbers, repeatedly without warning, and without even granting refuge in boats to the passengers. In such cases as *The Lusitania*, *The Arabic*, and *The Sussex* the "lives of non-combatants, passengers, and crews were indiscriminately destroyed in a manner which the Government of the United States could only regard as wanton and lacking every justification. Indeed, no sort of limit was set to the further indiscriminate destruction of merchantmen of every kind and nationality outside the waters which the Imperial Government has been pleased to indicate as within the war zone. The list of Americans who lost their lives on the vessels thus attacked and destroyed has increased month by month, until the terrible number of the victims has risen to hundreds." The Note refers to the patience of the U.S. Government under these circumstances, and to the concessions it had made to the new circumstances, for which no precedent existed. But it was now clear "that the employment of submarines for the destruction of enemy trade is of necessity, owing to the character of the ships employed and the methods of attack which their use involves, completely irreconcilable with the principles of humanity, with the long-existing, undisputed rights of neutrals, and with the sacred privileges of non-combatants." If, therefore, the German Government did not, "without delay, proclaim and make effective renunciation of its present methods of submarine warfare against passenger and cargo ships, the United States Government can have no other choice than to break off completely diplomatic relations with the German Government."

The German Reply.—The German reply was sent on the 5th inst. (*Times*, 6th inst.). It admitted the possibility that *The Sussex* was torpedoed by a German submarine, and reserved the matter for further inquiry. It emphatically repudiated the assertion that the incident was an instance of a deliberate method of indiscriminate destruction of vessels of all sorts and all nationalities by German submarine commanders. It stated that it had, as far as possible, instituted a far-reaching restraint on the use of the submarine weapon solely in consideration of the interests of neutrals, in spite of the fact that these restrictions were necessarily of advantage to Germany's enemies. "No such consideration has ever been shown to neutrals by Great Britain and her Allies. The German submarine commanders had, in fact, orders to conduct submarine warfare in accordance with the principles of search and destruction of merchant vessels recognized by International Law, the sole exception being the conduct of warfare against enemy trade carried on by enemy freightships in the war zone surrounding Great Britain. "With regard to these no assurances have ever been given to the Government of the United States." No such assurance was contained in the Declaration of 8th February, 1916, in which Germany announced her intention to treat all armed merchantmen as belligerent ships. It was admitted that errors had occurred. In no kind of warfare could they be avoided altogether. And, apart from the possibility of errors, naval warfare, like warfare on land, implied unavoidable dangers for neutrals entering the fighting zone. Moreover, the United States had declined offers made by the German Government which would have prevented most of the accidents to American citizens. The German Government could not dispense with the use of the submarine weapon in the conduct of the warfare against enemy trade. It "has, however, now decided to make a further concession, adapting the methods of submarine warfare to the interests of neutrals. In reaching this decision the German Government is actuated by considerations which are above the level of disputed question."

The Note then refers to the British blockade of Germany as a breach of the safeguards for non-combatants against the horrors of war which both the U.S. and the German Government have co-operated in developing. "The German Government must repeat once more with all emphasis that it was not the German but the British Government which, ignoring all accepted rules of International Law, extended this terrible war to the lives and property of non-combatants, having no regard whatever for the interests and rights of neutrals and non-combatants that through this method of warfare have been severely injured. In self-defence against the illegal conduct of British warfare, while fighting a bitter struggle for national existence, Germany had to resort to the hard but effective weapon of submarine warfare." The German Government regrets that "sentiments of humanity, which the Government of the United States extends with such fervour to the unhappy victims of submarine warfare, have not been extended with the same feeling to the many millions of women and children, who, according to the avowed intention of the British Government, are to be starved, and who, by sufferings, are to force the victorious armies of the Central Powers into an ignominous capitulation." However, the German Government declares itself "ready to use the submarine weapon in strict conformity with the rules of International Law, as recognized before the outbreak of war, if Great Britain is likewise ready to adapt her conduct of warfare to these rules." It avers that the U.S. Government could have made certain of confining the war to the belligerent armed forces and of maintaining International Law had it determined to insist against Great Britain on "incontestable rights to the freedom of the seas." But the German Government is ready to go to the limit of concession in order to prevent the prolongation of the war. Twice she has announced her readiness to make peace on a basis safeguarding her vital interests.

The concession made is that German submarine warfare shall be carried on in accordance with the general principles of visit, search, and destruction of merchant vessels recognized by International Law, and orders were to be given to the German naval forces accordingly. "Such vessels, both within and without the area declared as a naval war zone, shall not be sunk without warning, and without saving human lives, unless the ship attempts to escape or offer resistance." The Note concludes by expressing confidence that, in consequence of these new orders to be issued, the U.S. Government will co-operate in restoring the freedom of the seas during the war, as suggested in the Note of 23rd July, 1915, and will insist on the British Government observing the rules of Inter-

national Law laid down in the U.S. Notes to Great Britain of 28th December, 1914, and 5th November, 1915.

Should the steps taken by the Government of the United States not attain the object it desires—viz., to have the laws of humanity followed by all belligerent nations—the German Government would then be facing a new situation, in which it must reserve for itself a complete liberty of decision.

The United States' Acceptance.—The U.S. answer to the German Note was sent on the 8th inst. (*Times*, 9th inst.). It is very short. It refers to the submarine policy announced by Germany on 4th February, 1915, as "now happily abandoned," and declares that the U.S. Government "has been constantly guided and restrained by motives of friendship in its patient efforts to bring to an amicable settlement the critical questions arising out of that policy. Accepting the Imperial Government's declaration of its abandonment of a policy which has so seriously menaced the good relations of the two countries, the Government of the United States will rely upon the scrupulous execution henceforth of the now altered policy of the Imperial Government such as will remove the principal danger to the interruption of good relations existing between the United States and Germany." The next passage is important:—"The Government of the United States feels it necessary to state that it takes for granted that Germany does not intend to imply that the maintenance of its newly-announced policy is in any way contingent upon the course or result of diplomatic negotiations between the Government of the United States and any other belligerent Government, notwithstanding the fact that certain passages in the Imperial Government's Note of the 4th inst. might appear to be susceptible of that construction."

And to avoid any possible misunderstanding, the U.S. Government notifies the German Government that it cannot entertain, much less discuss, "the suggestion that respect by the German naval authorities for the rights of citizens of the United States upon the high seas should in any way, or in the slightest degree, be made contingent upon the conduct of any other Government as affecting the rights of neutrals and non-combatants. The responsibility in such matters is single, not joint, absolute, not relative."

Since this Note, the German Government has sent a Note acknowledging that *The Sussex* was torpedoed by a German submarine, announcing that the guilty commander has "been punished," and expressing readiness to indemnify the Americans injured by the explosion of the torpedo.

Reviews.

Books of the Week.

Easements.—A Treatise on the Law of Easements. By CHARLES JAMES GALE, Barrister-at-Law. 9th Edition. By THOMAS H. CARSON, K.C. Sweet & Maxwell (Limited). 25s.

Curious Cases and Amusing Actions at Law, including some Trials of Witches in the 17th Century. Sweet & Maxwell (Limited). 4s. 6d. net.

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, ESQ., Barrister-at-Law.

(Cases decided since the last Epitome, Vol. 60, page 188.)

(*Continued from page* 443.)

(3) DECISIONS ON THE ASSESSMENT OF THE AMOUNT OF COMPENSATION.

Robinson v. *Consett Iron Co.* (*Limited*) (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 20th March, 1916).

FACTS.—A workman met with an accident which eventually proved fatal. Before his death he received £63 13s. 8d. compensation. His earnings for the three years before the accident were £365 6s. His widow, who was wholly dependent upon him, claimed £300 on the ground that the compensation already paid should be deducted from the three years' earning, and not from £300. The county court judge held that the amount payable was the difference between £300 and the amount paid to the deceased as compensation.

DECISION.—The judge was right; "such sum" in Schedule I., par. 1 (a) (i), meant the maximum sum payable as compensation, namely, £300. (*From note taken in court.* Case reported *W. N.*, 1st April, 1916, p. 143; *L. T.* newspaper, 1st April, 1916, p. 450; *L. J.* newspaper, 8th April, 1916, p. 182.)

Sales v. *Abbott* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 22nd March, 1916).

FACTS.—A jobbing gardener lost his eye by accident. He was employed two days a week by the respondent and paid 10s. a week. He also earned about 5s. a week from casual jobs, 10s. a week from cutting and selling firewood, and 3s. a week from his own garden. It was admitted that there was no concurrent contract of service. The county court judge made an award of 12s. 6d. a week, being, on the evidence, half the sum a jobbing gardener, working full time in that locality, would earn.

DECISION.—The gardener was only entitled to 5s. a week, being half the weekly wages earned from the same employer. Earnings from other work not within the Act could not be taken into account. (*From note taken in court.* Case reported *Times*, 23rd March, 1916; *W. N.*, 1st April, 1916, p. 145; *L. T.* newspaper, 1st April, 1916. p. 451.)

Considine and Another v. *McInerney* (H.L.: Lord Buckmaster, C., Lords Loreburn, Atkinson and Shaw, 6th March and 11th April, 1916).

FACTS.—An attendant at a Dublin Criminal Lunatic Asylum was injured by accident and permanently incapacitated. He was retired as unfit for further service, and was paid £62 as a gratuity by the asylum authorities and granted a pension of £21 under the Superannuation Acts, 1834 to 1909. He was entitled to expect a lump sum and a pension at sixty, or earlier if certified to be incapable from infirmity of mind or body; but he had no legal right to these payments. His age at retirement was forty-eight. The Recorder took the pension into consideration in fixing the amount of compensation, but the Irish Court of Appeal held that he was wrong in doing so.

DECISION.—The pension was a "payment, allowance or benefit" within Schedule I., par. 3, which ought to be taken into consideration, as it came wholly out of the employers' pocket and was a payment in respect of the incapacity. (Case reported SOLICITORS' JOURNAL, 6th May, p. 456; *Times*, 12th April, 1916; *L. J.* newspaper, 15th April, 1916, p. 482; *W. N.*, 15th April, 1916, p. 160.)

(4) DECISION AS TO NOTICE OF ACCIDENT.

Eydmann v. *Premier Accumulator Co.* (H.L.: Lord Buckmaster, C., Lords Loreburn, Haldane, Atkinson and Parker, 23rd March, 1916).

FACTS.—A workman while employed by a firm of mechanical engineers cut his thumb on the 7th April, 1914; he bandaged it up and told the firm's manager. The wound was not considered serious, and the workman went on working till 4th May, when the wound was healed. As his arm was swelling he consulted a doctor, who said he was suffering from septic poisoning. The next day his wife saw a representative of the employers, and informed him of her husband's condition; she saw him again on the 14th May, and on the 16th May the workman was examined by a doctor, apparently on behalf of the employers. Notice of the accident was not given until the 29th May, and on the 31st May the workman died. The county court judge held that the employers had not been prejudiced by want of notice, but his award was reversed by the Court of Appeal.

DECISION.—The judge was right; there was no evidence that the employers had been prejudiced by the delay, and the facts were such that the judge could reasonably assume that they had not been prejudiced. (Case reported SOLICITORS' JOURNAL, 8th April, 1916, p. 401; *W. N.*, 1st April, 1916, p. 140; *L. T.* newspaper, 1st April, 1916, p. 449; *L. J.* newspaper, 8th April, 1916, p. 182.)

(5) MISCELLANEOUS DECISIONS.

Earwicker v. *London Graving Dock Co.* (*Limited*) (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 22nd and 23rd March, 1916).

FACTS.—A workman received a serious injury to his eye, for which compensation was paid for some time. On its being stopped proceedings were taken. The case was in the list at the county court on 10th January, 1916, but was not reached. It then came before the judge, sitting with a medical assessor, on 4th February. Application was made by the employers for an order for a medical examination, but was resisted by the workman, on the ground that the court had seisin of the case on 10th January, after which, under Schedule I., section 4, no medical examination could be ordered. No note had been taken by the county court judge, who relied on a shorthand note which is always taken at that court, but the shorthand note contained no report of what happened on this point, and counsel did not agree on the subject.

DECISION.—The fact that a shorthand note was taken did not exonerate the judge from taking a note as required by rule 36. As it was impossible to tell what transpired on the point in question, the case must be re-heard. (*From note taken in court.* Case reported *L. T.* newspaper, 8th April, 1916, p. 467.)

Stevens v. *Thorne & Co.* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 23rd and 24th March, 1916).

FACTS.—A labourer slipped when lifting a bag of cement, and sustained, according to the particulars of his request for arbitration, a rupture. At the hearing the evidence shewed that, in addition to the rupture, the labourer had sustained an intervertebral injury, and that the latter was the main cause of the incapacity. It was argued that the county court judge had no power to order an amendment of the particulars, and he therefore ordered a declaration of the respondents' liability to compensate the labourer for any injury caused by the accident in question if it should be shewn that he was incapacitated for work by reason of the accident. The labourer appealed, on the ground that the judge was wrong in holding that an amendment of the particulars was necessary; that he had no power to amend the particulars, and that he had no power to accept the medical evidence as to the injury to his back.

DECISION.—Appeal dismissed without prejudice to the labourer's right to make a fresh application in respect of the injury to his back. (*From note taken in court.* Case reported *L. T.* newspaper, 1st April, 1916, p. 451; *L. J.* newspaper, 8th April, 1916, p. 183.)

Montgomery v. *Blows* (C.A.: Lord Cozens-Hardy, M.R., Phillimore, L.J., and Sargant, J., 15th, 16th and 27th March, 1916).

FACTS.—A workman was killed by accident, and a claim for compensation was made by his daughter, a married woman, living with her husband and five children. The father paid her 13s. a week, and gave her certain presents. The husband's wages were on the average £2 9s. a week, and he gave his wife 23s. for the housekeeping, the expenses of which came to 36s. a week. The county court judge estimated the profit derived from the father's payments at 3s. a week, but held that his daughter was not dependent on him.

DECISION.—The judge was right. The husband was entitled to the money, and if there was any dependency it was that of the husband, who was not within the Act. (*From note taken in court.* Case reported SOLICITORS' JOURNAL, 22nd April, p. 427; *W. N.*, 1st April, 1916, p. 142; *L. T.* newspaper, 8th April, 1916, p. 467; *L. J.* newspaper, 8th April, 1916, p. 183.)

CASES OF THE WEEK.

House of Lords.

FOSTER *v.* BARNARD. 8th May.

STOCK EXCHANGE—SETTLEMENT—PURCHASE OF SHARES FOR PARTICULAR SETTLEMENT—FAILURE OF CLIENT TO TAKE UP SHARES—RIGHT OF STOCKBROKER TO RE-SELL WITHOUT LEAVE OF THE COURT—COURTS (EMERGENCY POWERS) ACT, 1914 (4 & 5 GEO. 5, C. 78), S. 1, SUB-SECTION 1 (B).

The plaintiff, a broker on the London Stock Exchange, purchased in July, 1914, on the instruction of the defendant, certain shares from a firm of jobbers. On the settling day the defendant failed to take up the shares, and the plaintiff re-sold them in the market, and brought an action claiming to recover the difference in the price.

Held, that the broker did not enter into possession to enforce payment of money, but in the ordinary course of business; and that he was in the position of mortgagee in possession, and could re-sell the shares without previously obtaining the direction of the Court.

Decision of the Court of Appeal (1916, 1 *K. B.* 632) *affirmed.*

Appeal by the defendant from an order of the Court of Appeal which affirmed a judgment of Sankey, J., sitting in the Commercial Court. The facts were as follow:—On 30th July, 1914, the defendant instructed the plaintiff, who was a member of the London Stock Exchange, to purchase for him 100 Canadian Pacific Railway shares at 165½. The purchase was made on the London Stock Exchange, and, subject to its rules and regulations, from a firm of jobbers, and was for the mid-August account, which had then been fixed for 13th August. By successive resolutions of the Stock Exchange Committee the account day, owing to the war, was from time to time postponed, and was finally fixed for 18th November. Just previous to that date the plaintiff wrote to the defendant enclosing an account, shewing that in respect of the transaction there was a sum due of £3,322 13s. 8d., and requesting payment on 18th November. The defendant did not meet the account, but wrote offering to agree to any reasonable arrangement if the plaintiff would carry the shares over for him for a time. The plaintiff did not agree to do this, and, in accordance with his notice to the defendant, re-sold the shares, and after crediting him with the amount of the sale and a dividend that had accrued, there was a debit of £142 19s. 8d., of which sum he demanded payment. The defendant, not having paid this sum, the plaintiff commenced these proceedings, and the defendant, by his counter-claim, disputed the right of the plaintiff to sell the shares without the leave of the Court, and claimed damages. The Courts (Emergency Powers) Act, 1914, s. 1, sub-section 1 (*b*) provides that, from and after the passing of the Act, no person shall "realize any security (except by way of sale by a mortgagee in possession), forfeit any deposit, or enforce the lapse of any policy of insurance to which this sub-section applies, or in default of the payment or recovery of any such sum of money, except after such application to such Court and such notice as may be provided by rules and directions under this Act." The sole question on appeal was whether the Courts below were right in holding that the plaintiff was not prohibited by that section from realizing the shares. The appellant argued his appeal in person. At the close of his argument, counsel for the respondents were not heard, and the appeal was dismissed.

Viscount HALDANE, giving judgment, said the appellant contended that, whether the respondent was right or wrong in selling without the sanction of the Court in the circumstances which had happened, he should have given him more time before he sold, as the shares were rising in value. The respondent replied to that he was entitled to sell at once by the rules of the Stock Exchange, and in fact he did sell. The only question to be decided, therefore, was the position of the parties under the Act of 1914. The first question that arose was whether the broker could be said, as had been suggested by the appellant, to have wrongly entered into possession. He argued that the shares were purchased from the jobber as agent for him, and were his shares subject to a lien by the stockbroker pending payment of the purchase money to him. The second question was whether the respondent was in the position of a mortgagee in possession having a right to realize his security. His lordship did not think that the broker entered into possession for the purpose of enforcing and recovering any sum of money. If the facts were looked at it was plain that he did not. He entered into possession simply by taking delivery of the shares from the jobbers, as he was bound to do. No doubt he bought the shares as the agent of the appellant, but his entry was due to the mechanism of the Stock Exchange. Whether the appellant had paid or not, the broker would have received possession. Therefore the appeal failed on the first point. But then it was said that, although in possession, the broker was not a mortgagee. This matter had been the subject of discussion in *Ziman* v. *Komata Reefs Gold Mining Co.* (1915, 2 K. B. 163), and he agreed with the view that had been there taken that the term "mortgagee" must not be read as limited to the mere case of a legal mortgage where there had been a conveyance. It would be extraordinary to hold that it did not apply to an equitable charge by way of deposit of title deeds. He saw no reason so to limit the section or to confine it to a mortgage of real estate. When a person who was in possession of securities had a lien over them against the person for whom he bought them for payment of the purchase money, that person, in his lordship's opinion, was in the position of a mortgagee in possession who had a right to sell, which was not touched by the sub-section. Therefore the second point failed. He moved that the appeal should be dismissed, with costs.

Lords Sumner, Parmoor and Wrenbury concurred.—COUNSEL, *The Appellant in person;* for the respondent, *Gore-Browne*, K.C., and *Alexander Neilson.* SOLICITORS, *Timbrell & Deighton; Morley, Shirreff & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Judicial Committee of the Privy Council.

"THE GUTENFELS." 10th, 13th, 14th, 16th, and 21st March; 5th and 7th April.

PRIZE LAW—INTERNATIONAL LAW—USE OF SUEZ CANAL PORT BY ENEMY SHIP AS PORT OF REFUGE—STATUS OF PORT SAID—HAGUE CONVENTION VI. (1907), ARTS. 1 AND 2.

A German ship arrived at Port Said on 5th August, 1914, in ignorance that hostilities had broken out between Great Britain and Germany. From 5th August to 14th August she was not free to leave. On 14th August she was informed that she could proceed if she liked. She never asked for a pass. She was not offered one. Matters so remained until 13th October, when the Egyptian Government put a crew on board, and three days later took the ship out to sea and handed her over to one of H.M. cruisers, who seized her as prize and took her to Alexandria. At that time war had not been declared between Great Britain and Turkey, and Egypt had not been declared a British Protectorate. The Egyptian Prize Court held that the circumstances under which the ship was seized authorized her detention only. The Crown appealed.

Held, that the proper order to make in such circumstances was one similar to that made in the case of The Chile (1914, *P.* 217), *leaving the ultimate rights of the parties to be determined after the war.*

Appeal by the Crown from a decree of the Prize Court at Alexandria. *The Gutenfels* entered the port of Port Said under circumstances set out in the head note, and on leaving was seized as prize by *H.M.S. Warrior* and taken to Alexandria. That Prize Court held that the ship had been seized under such circumstances as to be entitled to detention in lieu of confiscation, and that, in accordance with Article 2 of the Sixth Hague Convention, she must be restored or her value paid to the owners at the end of the war. The Crown contended that the

decree should have been one for confiscation; alternatively that there should be an order that the ship should be detained as in the case of *The Chile* (1914, P. 217), leaving the question open whether she ought to be confiscated or restored until after the determination of the war. By Article 1 of the Sixth Hague Convention it is provided that when a merchant ship is at the commencement of hostilities in an enemy port, or has entered while still ignorant that hostilities have broken out, it is desirable that it should be allowed to depart freely, either immediately or after a reasonable number of days' grace; and by Article 2 that such a ship, which, owing to circumstances beyond its control, may have been unable to leave the enemy port within the period contemplated in Article 1 or which was not allowed to leave, may not be confiscated, but merely detained on condition of restoring it after the war.

The appeal was heard before Lords PARKER, SUMNER, PARMOOR, WRENBURY and Sir SAMUEL EVANS, and the opinion of the COMMITTEE was delivered by

Lord WRENBURY, who, after stating the facts, said that, at the date of these events, war had not been declared beeween Great Britain and Turkey, and Great Britain had not declared Egypt to be a protectorate. The date of the declaration of war with Turkey was 5th November, 1914: that of the protectorate 18th December, 1914. Their lordships had no doubt that Port Said *qua* Germany was "an enemy port" within the meaning of the Hague Convention. Assuming, in favour of the respondents, that the Sixth Hague Convention applied to Egypt and was binding in the events which had happened, the only question for determination was the construction and meaning of the Hague Convention, and that reduced itself to the decision of a single point, namely, whether Article 2 was, or whether any part of it was, obligatory, or whether, if the course referred to as "desirable" in Article 1 be not taken, Article 2 had or had not any application to a vessel which was in an enemy port at the commencement of hostilities, or which, having left its last port of call before the commencement of war, entered an enemy port in ignorance of the outbreak of hostilities. The respondents contended that it had; the appellants that it had not. Port Said was on the 2nd and 3rd August a neutral port. The war which caused the discontinuance of the ship's voyage was that between Germany and France and Germany and Russia. When war broke out on 4th August between Germany and Great Britain *The Gutenfels* was lying in Port Said by way of user of the port as a port of refuge. Under these circumstances the Canal Convention had ceased to be operative and she was not entitled to any protection. The ship was a German ship lying in an enemy port, and was a ship to which the Hague Convention did not apply. If any justification were necessary for the subsequent acts of the Egyptian and British Governments, it was to be found in the fact that the ship, while lying in the port, was using her wireless for communicating information to the German war ships, *The Goeben* and *The Breslau*. The order for her confiscation was right, and the appeal would be dismissed. The order should be varied so as to run "and as such or otherwise subject and liable to confiscation and condemned the said ship as good and lawful prize on behalf of the Crown," and in other respects should be in the form of the order under appeal. The appeal would be allowed, but in the circumstances they would advise that the Crown should pay the costs of the appeal.—COUNSEL, for the appellant, *Sir F. E. Smith*, A.-G., *Sir George Cave*, S.-G., *Stuart Bevan*, *Pearce Higgins*, and *C. R. Dunlop;* for the respondents, *Sir R. Finlay*, K.C., and *R. A. Wright*. SOLICITORS, *Treasury Solicitor; Botterell & Roche*.

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

***Re* SCOTT. SCOTT *v.* SCOTT.** No. 1. 12th and 13th April.

REVENUE—DEATH DUTIES—EXEMPTION OF WORKS OF ART FROM DUTY UNTIL SALE—ENJOYMENT IN KIND—BEQUEST OF CHATTELS "FREE OF LEGACY DUTY"—FINANCE ACT, 1896 (59 & 60 VICT. C. 81), S. 20—FINANCE (1909-10) ACT, 1910 (10 ED. 7, C. 8), S. 63.

A testator bequeathed certain works of art of great value and of historic and national interest to a legatee "free of legacy duty." The legatee never took possession of them, but on the executors' assent to the legacy being given, caused them to be delivered to a purchaser to whom she had contracted to sell them.

Held, that under the Finance Acts, 1896 and 1910, legacy and other death duties became payable upon the sale of the chattels, but that the legatee took them free, not only of any legacy duty which might have been payable upon or by reason of the testator's death, but also of such legacy duty as became payable on the sale, and therefore that such duty must be borne by the residuary estate.

Decision of Neville, J., *reversed.*

Appeal of Lady Sackville, a specific legatee under the will of the late Sir John Murray Scott, from a decision of Neville, J. (reported *ante*, p. 157), and cross-appeal by residuary legatees. The testator was a domiciled Englishman, and at the time of his death possessed a most valuable collection of works of art and articles of historic and national interest in Paris. By his will, made in 1900, he bequeathed to Lady Sackville, free of legacy duty, all his "pictures, engravings, furniture, busts, silver plate, and works of art of every description wheresoever situate" except at his London residence. He died in 1912, and this action was commenced to administer his estate, the plaintiffs being one executor and some of the residuary legatees, the defendants the other executor, the remaining legatees and Lady Sackville. In 1914, by an order made in the action, the executors assented to the specific bequest of the French chattels to Lady Sackville, and subsequently delivered them by their agent to her agent in Paris, who immediately delivered them to a purchaser to whom she had contracted to sell them in 1912. Under the Finance Act, 1896, s. 20, as amended by the Finance (1909-10) Act, 1910, s. 63, objects of national, scientific, historical or artistic interest are exempted from legacy and other death duties payable on the death of the owner, and duty only becomes chargeable when the property is sold, and then only in respect of the last death on which the property passed. Neville, J., held that, although Lady Sackville had never had any but momentary possession of the property, she had "enjoyed it in kind" within section 20 of the Finance Act, 1896, and was therefore liable to pay the legacy duty payable on the sale, from which he held the provision in the will did not exempt her. She was also held liable to pay estate duty on the chattels comprised in the certificate of exemption, which included about 80 per cent. in value. On a second point he held that all the foreign chattels of the testator passed to the executor as such. **Both sides appealed from this decision.**

THE COURT allowed Lady Sackville's appeal.

Lord COZENS-HARDY, M.R., said the appeal raised two rather curious and difficult points under the finance legislation of 1896 and 1910. The testator, Sir John Murray Scott, was a man of great wealth, and by his will, executed in 1900, and codicils thereto, gave certain works of art of extraordinary value to Lady Sackville, free of legacy duty. The chattels in France had been valued at £274,000. There was delay and a dispute in proving the will, but it was sustained in the Probate Court. An application was then made to the Treasury, which had a discretion to say whether any particular works of art were of national or historic value, and the exercise of that discretion diminished the duty payable. Before probate was granted Lady Sackville entered into a contract to sell a large number of those valuable chattels to a purchaser in Paris, and as soon as the executors assented to the legacy they were directed by Lady Sackville to hand the property over to the purchaser. Something of the same kind was done as to chattels in England. The question then arose how the estate and legacy duties payable were to be borne. It seemed perfectly clear that under the Finance Act, 1896, s. 20, these chattels were to be treated as forming an estate by themselves, and while enjoyed in kind to be exempt from, but if sold to be subject to, legacy and estate duty. The language of the section seemed quite unambiguous. By sub-section 2 the person selling the same was to be accountable for the duty, and was to render an account within a month. Lady Sackville was therefore, apart from the will, the only person liable to pay that estate duty. Then came section 63 of the Finance Act, 1910, extending the exemption to unsettled property, and charging duty only when the property was sold. He thought that Neville, J., was quite right in holding that legacy duty was payable. Then came the second point: Who was to pay it? Those valuable chattels were given to Lady Sackville "free of legacy duty." That was a specific bequest of the chattels, *plus* a bequest of the legacy duty thereon. The question was whether the direction in the will ought to be limited to legacy duty payable upon, and in respect of, the testator's own death, or whether it ought not also to be extended to the duty payable on the sale. The testator's codicil was made after the passing of the Act of 1910. How could the words "free of duty" be limited to the duty payable on the testator's death. *Re Lord Leconfield* (1904, 90 L. T. 399) did not apply. There the words used were "upon or by reason of my death"; here the language used was quite general. It applied equally well to any contingency upon which legacy duty would be payable. With respect to the learned judge, his lordship thought his decision on that point was wrong. The duty had now become payable, and it must be paid out of the residuary estate.

PHILLIMORE, L.J., who observed that the legacy duty payable on the sale was simply postponed legacy duty, though the liability to pay it only arose through an act of volition of the legatee; and

SARGANT, J., delivered judgment to the same effect. The further question in the case—viz., whether the French chattels not exempted by the Treasury passed to the executors "as such," or whether Lady Sackville was personally liable to pay the estate duty on them—was reserved pending the availability of the judgment in the House of Lords in *Re O'Grady's Settlement* (1915, 1 Ch. 613).—COUNSEL, *P. O. Lawrence*, K.C., *Maugham*, K.C., and *Dighton Pollock; Sir R. Finlay*, K.C., and *Franey* (for *F. H. L. Errington*, on active service); *Jenkins*, K.C., and *MacSwinney*. SOLICITORS, *Meynell & Pemberton; Capron & Co.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

High Court—Chancery Division.

***Re* STANLEY'S SETTLEMENT. MADDOCKS *v.* ANDREWS.**

Sargant, J. 13th March.

SETTLEMENT—CONSTRUCTION—ESTATE FOR LIFE BY IMPLICATION—WHAT IS AN IMPLICATION OF LAW.

A general proposition that there cannot be in a deed an estate by implication of law cannot be supported.

Tunstall *v.* Trappes (1830, 3 *Sim.*, 286) *is a decision to the contrary.*

Query, *whether an estate arising by implication from the particular language used in a deed is an estate arising by implication of law.*

This was an originating summons taken out against the legal personal representative of the last surviving trustee of a settlement, and some of the next-of-kin of the settlor and some of the next-of-kin of one of his two daughters, Annie L. Morgans and Mary J. Rees, raising (*inter alia*) the following questions: (1) Whether Mary J. Rees, as the survivor of two tenants for life under the settlement, was entitled during the remainder of her life to the whole of the net income of the settled property or to some and what part thereof, and if not entitled to the whole net income, to whom and in what proportions what she was not entitled to belonged; and (2) whether the whole of the settled property belonged to the plaintiffs, who were the children and representatives of deceased children, or whether a moiety or some other and what portion thereof reverted to the settlor and passed on his death to his next-of-kin. The facts were as follows:—By an indenture dated 29th May, 1860, and made between W. Stanley of the first part, M. Morgans and A. L. Morgans (his wife) and W. Rees and M. J. Rees (his wife) of the second part, and R. Stanley and J. Stanley, trustees, of the third part, W. Stanley, in consideration of the natural love and affection which he had to his daughters, A. L. Morgans and M. J. Rees, and of ten shillings paid to him by the trustees, assigned to the trustees, their executors, administrators and assigns, six leasehold houses for the residue of a term of 999 years upon trust to "receive and take the rents, issues and profits thereof . . . and, after deducting the ground rent, interest and other outgoings, to pay the balance half-yearly" in June and December in each year "into the proper hands, and for the sole use and benefit of the said A. L. Morgans and M. J. Rees for and during the terms of their natural lives as tenants in common, and not as joint tenants, separately and apart from their respective husbands, the said M. Morgans and W. Rees," and so that the same or any part thereof might not be within their control or subject to their debts, contracts or engagements. And it was thereby declared that the receipts of A. L. Morgans and M. J. Rees "for all or any of the rents, property and benefits of the said moneys, hereditaments and premises or any part thereof" should, notwithstanding their coverture, "be a good and sufficient discharge" for the money which should be then due payable and expressed to be received. And upon further trust that from and immediately after the decease of the survivor of them the said A. L. Morgans and M. J. Rees, whether in the lifetime of their husbands or not, then to the use of the respective child or children of the said A. L. Morgans and M. J. Rees share and share alike as tenants in common and not as joint tenants." A. L. Morgans died on 17th August, 1867, leaving three children alive, and another son, who had died in 1899, leaving two children. M. J. Rees died on 14th February, 1914, without having had any children. Counsel for the plaintiffs contended that on A. L. Morgans' death there was no survivorship of her interest for life to M. J. Rees, and that on M. J. Rees's death the children of A. L. Morgans and the legal personal representative of a deceased child took the settled property. Counsel for the legal personal representative of the deceased child argued that M. J. Rees could not take a life interest in A. L. Morgans' share, because in construing deeds as distinct from wills interests could not be implied, referring to Norton on Deeds, p. 373, and Fearne on Contingent Remainders, 9th edition, at p. 49, *Mara* v. *Browne* (72 L. T. Rep. 765; 1895, 2 Ch. 81), *Pringle* v. *Pringle* (22 Beavan, 631), *Tunstall* v. *Trappes* (3 Simons, 286) and *Allen* v. *Crawshays* (9 Hare, 382).

SARGANT, J., after stating the facts, said: The attempt to support the general proposition that there cannot be an estate by implication in a deed fails. In the 9th edition of Fearne on Contingent Remainders, at p. 49, it is stated that "no estate for life can arise by implication, or by way of resulting use to a person who was not the owner of the estate granted." Referring to this statement, it is stated in Norton on Deeds, at p. 377, that "no estate or trust can arise by implication of law, and no estate or trust by way of resulting use or trust can arise in favour of a person who was not the owner of the property conveyed by the deed." I doubt whether an estate arising by implication from the particular language used in a deed would be by implication of law; but, even if that is so, there is no authority to the wide effect stated. The case of *Tunstall* v. *Trappes* (1830, 3 Sim. 286) is, in my opinion, a decision to the contrary. It was a decision of the very learned judge, Lord Justice Turner, then Vice-Chancellor Turner, and it is in the teeth of the general proposition advanced. It was said that the point was not there argued. The Court in that case thought that the wife took a life estate by implication, but declined to decide the point in the absence of the settlor's personal representatives, and it was adjourned. When, however, the settlor's personal representatives did appear and declined to argue the question—most probably their counsel thought it was too clear for argument—the Vice-Chancellor decided on the deed that the wife took a life estate by implication. In *Mara* v. *Browne* (1895, 2 Ch. 69) the decision of North, J., appears to me to be against this contention, for there, after referring to the words in *Tunstall* v. *Trappes* (*ubi supra*), North, J., said he could find no similar or analogous words in the case before him. Here there is enough from which to imply that a life interest was given to Mrs. Rees after her sister's death in that sister's share, and after Mrs. Rees' death the whole property goes to her sister's children.—COUNSEL, *A. L. Morris; Alfred Adams; Dighton Pollock; R. Roope Reeve.* SOLICITORS, *Burton, Yeates, & Hart*, for *G. F. Willett*, Cardiff, and for *Morgan Davies*, Pontardawe; *Bell, Brodrick, & Gray*, for *C. & W. Kenshole & Prosser*, Aberdare.

[Reported by L. M. MAY, Barrister-at-Law.]

King's Bench Division.

J. R. MUNDY (LIM.) v. LONDON COUNTY COUNCIL.

Avory and Lush, JJ. 23rd November.

COUNTY COURT—PRACTICE—PAYMENT INTO COURT—ACCIDENT—ADMISSION OF NEGLIGENCE—DENIAL OF DAMAGE—VALIDITY OF NOTICE—COUNTY COURT RULES, ORDER IX., R. 12.

The plaintiffs sued the defendants for damages for injuries caused to one of their horses by the negligence of one of the defendants' servants. The defendants admitted the negligence, but denied the damage, and they paid £40 and a certain sum for costs into court, with a denial of liability. The county court judge gave judgment for the plaintiffs for the exact amount paid in, and gave them the costs of the action, holding that the notice was a sham within the meaning of Critchell *v.* London & South-Western Railway Co. (1907, 1 *K. B.* 860). *The defendants appealed.*

Held, that, the action being an action on the case, the plaintiffs could not recover without proof of actual damage. The defendants' notice, admitting the negligence but denying the damage, was therefore a valid notice, as it put in issue one of the questions which had to be determined. Consequently, as the plaintiffs had only recovered the amount paid in, the defendants were entitled to the costs incurred after the payment in.

Appeal from the Lambeth County Court. On 18th December, 1914, at about 6.15 p.m., a horse, the property of the plaintiffs, was being driven along the Walworth-road, when, at a spot opposite Liverpool-street, a tramcar, the property of the defendants and driven by one of their servants, came up behind the plaintiffs' animal, collided with it, causing it to bolt, and it was injured. The plaintiffs alleged that the collision was due to the negligence of the tramcar driver, and claimed £70 damages. The defendants paid £40 into court under Ord. 9, r. 12, of the County Court Rules, with the following notice:—"Take notice, that the defendants admit that the accident was caused through their negligence, but that they deny the alleged damage, and, whilst in this manner denying liability, they bring into court the sum of £40 and £2 9s. 10d. in respect of costs, and say that this sum is sufficient to satisfy the plaintiffs' claim." At the trial in the county court the learned judge decided that the amount paid in was sufficient to satisfy the plaintiffs' claim. The defendants claimed the costs of the action. The plaintiffs contended that, as the notice contained an admission of negligence and a denial of liability, it was contradictory, and the payment in was invalid. The county court judge, relying on *Critchell* v. *London & South-Western Railway Co.*, held that the money was not paid in under any legal process known to the law, and was consequently a nullity. He therefore gave the plaintiffs the costs of the action. The defendants appealed. It was contended for the defendants that damage was the gist of an action for negligence, and the admission of negligence was not an admission of liability. The denial of damage raised a clear issue, the notice was therefore not contradictory, and the payment in was a valid payment in with a denial of liability. For the plaintiffs it was contended that the notice was inconsistent and contradictory, and was a sham within the meaning of the decisions in *Remington* v. *Scoles* (1897, 2 Ch. 1) and *Critchell* v. *London & South-Western Railway Co.* (1907, 1 K. B. 860). An action for negligence was a form of the action for trespass, and once negligence was proved or admitted the plaintiffs were entitled to some damages. The denial of damage was not a denial of liability, as damages were always in issue.

AVORY, J., in giving judgment allowing the appeal, said: The learned judge was wrong in holding that the money was not paid in under any process known to the law. Ord. 9, r. 12, provided that "a defendant who desires to pay money into court pursuant to section 107 of the Act, shall pay the same five clear days at least before the return day. Every such payment shall be taken to admit *pro tanto* the claim or cause of action or complaint in respect of which the payment is made, unless the defendant at the time of paying the money into court files with the registrar a notice according to the form in the Appendix, . . . stating that, notwithstanding such payment, the defendant denies his liability." That was an enactment enabling a defendant to pay money into court with a denial of liability. The claim in the present action was one for damages for negligence on the part of the defendants' servant, and it was beyond dispute that that was an action on the case, and not an action of trespass. The county court judge held, on the authority of *Critchell* v. *London & South-Western Railway Co.* (*supra*), that the notice filed by the defendants was not a compliance with Ord. 9, r. 12, in that it was not a denial but an admission of liability, and that it was inconsistent and contradictory in the sense that it amounted to both an admission and a denial of liability. If that were so, *Critchell* v. *London & South-Western Railway Co.* (*supra*) would undoubtedly apply, and the defendants could not have the benefit of the rule which enabled them to pay in with a denial of liability. In his lordship's opinion, however, the learned county court judge was wrong in holding that the defendants' notice was a sham within the meaning of that case. It was clear from the authorities that the plaintiffs could not recover in the present case unless they proved actual damage suffered by reason of the negligence of the defendants' servant. Although the defendants had admitted the negligence, they had denied the alleged damage, and they had thus put in issue one of the questions which had to be determined in the

plaintiffs' favour before they could succeed. Further, the notice was not an admission of liability, because it did not admit that the horse was the property of the plaintiffs. The learned county court judge was therefore wrong on both these grounds in holding that the notice was not a proper denial of liability. The order of the county court judge must be set aside, and the defendants must have the costs incurred from the date of the payment into court.

LUSH, J., agreed. A defendant in the county court was entitled to pay money into court either admitting or denying liability. If he denied liability his payment into court operated as an offer to compromise the action. He must either offer a compromise or he must admit liability, and merely raise the issue as to amount. If he denied liability and at the same time said that he admitted liability, as in *Critchell* v. *London & South-Western Railway Co.* (*supra*), he was not offering a compromise, but was admitting liability. The present case had no resemblance to that case. The defendants merely admitted the negligence, and there was nothing in the notice which destroyed or qualified the offer of compromise which was necessarily implied from the payment into court with a denial of liability. His lordship desired to add that, in his opinion, the question whether a notice of this kind was good or bad must be tested at the time the money is paid into court, in the same way as a pleading in the High Court was tested. If it was a sham pleading a summons could be taken out to have it struck out, and he thought that if a defendant in a county court delivered a notice that could be shewn to be a sham, the plaintiff could apply to the county court judge to have it set aside. However that might be, the time to test the question was when the notice was given and the money paid into court. A plaintiff could not wait until the trial was over to see whether the defendant had denied a material fact which he knew he could not contest, and then say that the notice was a sham. To be a sham notice it must be shewn that, apart from any evidence that the defendant can give, the notice itself is an abuse of the process of the court. Appeal allowed.—COUNSEL, for the defendants, *Craig Henderson*; for the plaintiffs, *C. Doughty*. SOLICITORS, for defendants, *Edward Tanner*; for plaintiffs, *Clifford, Turner, & Hopton*.

[Reported by L. H. BARNES, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE PRINZ ADALBERT." "THE KRONPRINZESSIN CECILIE."

Sir Samuel Evans, P. 23rd March.

PRIZE LAW—OUTBREAK OF HOSTILITIES—ENEMY VESSELS SEIZED IN PORT—HAGUE CONVENTION, VI. (1907), ART. 1 AND 2—CONDEMNATION.

Where a German vessel bound for Hamburg, learning off Scilly of the outbreak of war between France and Germany, put into an English port on 4th August, and was first told by the Customs authorities that she must not leave the port, but afterwards received the permission of the Commander-in-Chief to leave, but did not in fact leave owing, as the learned Judge found as a fact, to fear of capture by a French cruiser, and was arrested on the morning of 5th August, war having been declared at 11 p.m. on 4th August between England and Germany.

Held, she must be condemned as prize of war.

Articles 1 and 2 of the Hague Convention VI. do not apply to give protection from confiscation to merchant ships which have put into port to avoid capture.

Claim by the Crown for the condemnation of two German liners seized in the Port of Falmouth after the outbreak of war, which, as the learned president found as a fact, had put in before the outbreak of war for refuge. The question in dispute was whether they were entitled to the protection of Articles 1 and 2 of the Hague Convention, VI. (1907), which are as follows:—Article 1. When a merchant ship belonging to one of the belligerent powers is at the commencement of hostilities in an enemy port, it is desirable that it should be allowed to depart freely, either immediately or after a reasonable number of days of grace, and to proceed, after being furnished with a pass, direct to its port of destination, or any other port indicated in it. Article 2. A merchant ship which, owing to circumstances beyond its control, may have been unable to leave the enemy port within the period contemplated in the preceding article, or which was not allowed to leave, may not be confiscated. The facts and arguments sufficiently appear in the judgment.

Sir S. EVANS, P., after stating the facts, said: The steamship *Prinz Adalbert*, a Hamburg-America liner, was on a voyage from Philadelphia to Hamburg when war broke out, with a cargo of general goods. I shall assume for the purposes of this case that the 6th Convention of the Hague Conference of 1907 is binding upon me. The question accordingly now arises, whether she was in Falmouth in circumstances contemplated by the 6th Convention, and in circumstances the existence of which would give her the privilege of the provisions of Articles 1 and 2 of the Convention on 4th August before war was declared between this country and Germany. *The Prinz Adalbert* was approaching the English Channel. The master, soon after the ship passed the Scilly Isles, learned that war was in existence between France and Germany. Having heard that the master, according to the affidavit which he made, and according to the protest which he made on 8th August, decided to proceed to a neutral port. In one case he said he decided do do that for orders, and in the other case he said he did it so that his ship might put into a port of refuge. On 4th August the vessel was told that she must not leave the port. That might be regarded as an embargo, and I think the authorities were quite within their rights if there was any anticipation of possible war at that time in telling this vessel that she must not leave the port. If nothing else had been done when a state of war came to exist, the vessel would have had to remain in the port, as if she had been under an embargo. Another circumstance, however, intervened here, which I think, makes that unimportant, and that is that after the detention in that sense by the Customs officer, there was a permission given by the Commander-in-Chief on 4th August for the vessel to leave. Nevertheless, the vessel remained there until after the declaration of war. A state of war existed from 11 o'clock on the night of 4th August, 1914, and the vessel was arrested on the morning of the 5th. If the vessel had been allowed to leave, or if it had been intimated to her that she must leave about 4 o'clock on the afternoon of 4th August, I do not think that she would have a right to rely, in any event, upon the Hague Convention. I am satisfied beyond all doubt that the master never intended to avail himself of that permission. I find that he went into port to avoid the risk of capture by a French cruiser. If he had left between the afternoon of 4th August or the morning of 5th August, that risk would still be staring him in the face. Indeed, there would be a further risk—namely, that somewhere on the seas between Falmouth and Hamburg he might be captured by a British cruiser. I have looked at the Hague Convention VI. The preamble shews what was the object of the Convention. It is as follows:—Anxious to ensure the security of international commerce against the surprises of war, and wishing, in accordance with modern practice, to protect as far as possible operations undertaken in good faith and in process of being carried out before the outbreak of hostilities, have resolved to conclude a convention to this effect. This vessel was not in Falmouth pursuant to any commercial undertaking at all. In these circumstances I have come to the conclusion that my duty is to condemn this vessel as enemy property in favour of the Crown. There is nothing to distinguish the other case from this, and so I make a similar order in the case of *The Kronprinzessin Cecilie*.—COUNSEL, *Sir Fredk. Smith*, A.-G., *Pearce Higgins*, and *L. Murphy*, for the Crown; *Aspinall*, K.C., and *C. R. Dunlop*, for the owners. SOLICITORS, *The Treasury Solicitor*; *Stokes & Stokes*.

[Reported by L. M. MAY, Barrister-at-Law.]

County Court Cases.

WHITE v. JOY. Redhill. Judge Mackarness. 15th March; 12th April.

LANDLORD AND TENANT—AGREEMENT FOR LEASE—LANDLORD'S COSTS—INCOME TAX—SET-OFF.

Where a lessor has paid his solicitor the legal charges for the preparation and engrossment of an agreement for a lease, he can recover them from the tenant, except the charge for the counterpart; and the tenant is entitled to set-off the amount which he has paid for property tax, and which he has not had an opportunity of deducting from his rent.

His honour Judge Mackarness, in delivering judgment on 12th April in this action, which was tried at Redhill on 15th March, said: This was an action remitted from the High Court for £17 16s., in which the claim was made up of two items—£12 16s., the balance of the price of goods sold and work done in April and May, 1915, and £5, solicitor's costs, for preparing an agreement of tenancy on 24th January, 1916. The defendant claims to be entitled to a set-off or counter-claim for £3 6s. 7d. under the circumstances hereinafter mentioned. The first item of the claim was admitted by the defendant at the hearing in this court, although in earlier proceedings in the High Court he had in most definite terms denied it on oath. It follows that when his evidence is in conflict with that of a respectable witness like the plaintiff, I can have no hesitation in believing the latter. The only questions now left in dispute are (1) whether the defendant is bound to pay the plaintiff £5, which the latter has actually paid his solicitor for preparing the agreement of tenancy; and (2) whether the defendant is entitled to set-off a sum of £3 6s. 7d., which he paid for landlord's property tax on 27th January, 1916, and which he has not yet had an opportunity of deducting from his rent. The agreement of tenancy was one relating to a house called Oakbank, Tatsfield, which the defendant proposed to take from the plaintiff for the term of one year from 25th March, 1915, at a yearly rent of £40, the plaintiff to have an option of purchase of the freehold for the sum of £1,050. The agreement was drawn by the plaintiff's solicitor after an interview between the plaintiff and defendant early in last year, at which the latter said, not only that he wanted an option to purchase within twelve months, but also that he wanted an agreement properly drawn to secure him this option. He asked the plaintiff to get his lawyer to draw it. The plaintiff accordingly instructed his solicitor to do so, and the draft was

sent to the defendant in April, 1915. It was kept for some days by him, and then returned to the plaintiff signed by the defendant, with certain alterations suggested by him. These alterations were carried out, and two copies of the agreement were engrossed by the plaintiff's solicitor, one of which was sent in May by him to the defendant to sign, with a claim for the fees. In June the defendant replied to the solicitor declining to sign it, saying he had signed one agreement and would not sign another, and that the charge for it should be sent to the plaintiff. The defendant had by this time gone into possession of the house, where he remained in occupation for the rest of the year. It is under these circumstances that he denies his liability to pay any part of the plaintiff's legal charges in connection with the preparation of the agreement. I am of opinion that he is liable (1) under the rule of the common law; (2) under an implied contract to pay. The rule of common law is to be found in such cases as *Grissell* v. *Robinson* (3 Bing. N. C. 10), *Jennings* v. *Major* (8 C. & P. 61), and *Re Negus* (1901, 1 Ch. 239), and I believe it to be correctly stated in H. Prideaux, "Precedents of Conveyancing" (21st ed., p. 59), as follows:—"In the absence of special stipulation, it is the custom for the lessor's solicitor to prepare the lease at the expense of the lessee, and a lessor who has paid his own solicitor for drawing the lease can recover the money from the lessee, but the lessee is not bound to pay for the counterpart." I have no doubt that a "lease" covers an agreement such as the one in question (see *Re Negus, supra*). I am further of opinion that the fair inference from the conversation which passed between the plaintiff and defendant before the agreement was drawn is that there was an implied promise by the defendant that he would pay for the preparation of it if the plaintiff gave the necessary instructions to his solicitor. As to the amount of the fee charged by the solicitor, viz., £5, he would have been entitled to that amount under the scale in sch. I., pt. II., to the General Order under the Solicitors' Remuneration Act, 1881, but that would include a charge for the counterpart, for which the defendant cannot be made liable. Something, therefore, must be deducted for that, and it seems to me that the plaintiff is not entitled to more than £4 4s. I was asked to disallow altogether this charge against the defendant on the authority of a case, *Leach* v. *Bevan*, decided in 1914, in the City of London Court; but from the meagre report of that case in the Law Society's "Practice of Solicitors," p. 176, all I can find to have been decided was that, where an agreement had come to nothing through no fault of the tenant, the latter was not liable. In this case the agreement did not come to nothing; the tenant after signing the draft agreement acted upon it by taking possession of the demised premises. There remains the question whether the defendant is entitled to set off the £3 6s. 7d. which he paid as property tax on 27th January, 1916, and which under the Income Tax Acts of 1842 and 1853 he is entitled and directed to deduct from his next ensuing payment of rent. This, at least, was the effect of the earlier Act (see 5 & 6 Vic., c. 35, section 60, Sched. A., No. IV., r. 9). I was referred to the decision of Warrington, J., in *Re Sturmey Motors (Limited)* (1913, 1 Ch. 16), as shewing that he could avail himself of this set-off; but that case only decides that a tenant may deduct from his rent all that he has paid for property tax, even although he has subsequently made a payment of rent to his landlord without so deducting it. It does not decide whether that is his sole remedy for recovering what he has paid for the tax. I can find nothing to shew that the Legislature, in passing the provisions of the Income Tax Acts to which I have referred, intended to limit the tenant to that remedy, or to do more than secure a sure process by which the tenant should be relieved from and the landlord fixed with the burden of the tax, though the immediate liability was placed upon the tenant. These Acts do not exclude the well-recognised principle of law which, where one person, being legally compelled to pay, has in fact paid a claim for which another is ultimately liable, implies a request or authority to do so upon the part of that other person who has obtained the benefit of the payment. Here the defendant was legally bound to pay a claim by the State for which as between him and the plaintiff the latter was ultimately liable, and he paid it. The case of *Cumming and Bedborough* (15 M. & W. 440), which seems to the contrary, turned on a special agreement. The defendant is therefore entitled under the circumstances to set it off in reduction of the plaintiff's claim. The plaintiff is thus entitled to the sum of £12 16s., plus £4 4s., *i.e.*, £17, less the sum of £3 6s. 7d., and I give, therefore, judgment in his favour for £13 15s. 5d.—SOLICITORS, for the plaintiff, *Maurice Moseley;* for the defendant, *Isaac Landau.*

In the course of the hearing of an action before Mr. Justice Eve, on the 5th inst., in which the plaintiff sought to restrain the defendant from erecting any building so as to interfere with the light of the adjoining premises, Mr. Maugham, K.C., mentioned that the defendant was the owner and occupier of Kelmscott House, Upper Mall, Hammersmith. In 1816 the house was occupied by Sir Francis Ronalds, the inventor of the electric telegraph, and in more recent times it was in the occupation of William Morris, the art critic, Socialist, and designer of wall-papers. Mr. Justice Eve: Don't forget the poems! Mr. Maugham: Of course, he was a poet. Still more recently, Mr. Warwick Draper, of the Chancery Bar, lived there. Mr. Justice Eve: A long line of illustrious occupants. Mr. Maugham added that Catherine of Braganza, widow of Charles II., occupied in 1687 a house called Rivercourt and extensive grounds immediately adjoining Kelmscott House. A portion of Rivercourt was, he believed, still standing.

New Orders, &c.

The following is the text of the "Daylight Saving Bill," which is entitled "A Bill to Provide for the Local Time in Great Britain and Ireland being in advance of Greenwich and Dublin mean time respectively in the summer months":—

Be it enacted, &c.:—

1. *Local time in summer months.*]—(1) During the prescribed period in each year in which this Act is in force, the local time in Great Britain shall be one hour in advance of Greenwich mean time.

(2) This Act shall be in force in the year nineteen hundred and sixteen, and in that year the prescribed period shall be from two o'clock in the morning Greenwich mean time on Sunday, the twenty-first day of May, until two o'clock in the morning Greewich mean time on Sunday, the first day of October, and His Majesty may in any subsequent year, by Order in Council made during the continuance of the present war, declare this Act to be in force during that year, and in such case the prescribed period in that year shall be such period as may be fixed by the Order in Council.

(3) Wherever any expression of time occurs in any Act of Parliament, Order in Council, order, regulation, rule, or byelaw, or in any deed, time table, notice, advertisement, or other document, the time mentioned or referred to shall be held, during the prescribed period, to be the time as fixed by this Act:

Provided that where in consequence of this Act it is expedient that any time fixed by any byelaw, regulation, or other instrument should be adjusted and such adjustment cannot be effected except after the lapse of a certain interval or on compliance with certain conditions, the appropriate Government Department may, on the application of the body or person by whom the byelaw, regulation, or other instrument was made or is administered, make such adjustment in the time so fixed as in the circumstances may seem to the Department proper, and if any question arises as to what Government Department is the appropriate Government Department, the question shall be finally determined by the Treasury.

(4) This Act shall apply to Ireland in like manner as it applies to Great Britain, with the substitution however of references to Dublin mean time for references to Greenwich mean time.

(5) Nothing in this Act shall affect the use of Greenwich mean time for purposes of astronomy or navigation, or affect the construction of any document mentioning or referring to time in connexion with such purposes as aforesaid.

2. *Short title.*] This Act may be cited as the Summer Time Act, 1916.

War Orders and Proclamations.

The *London Gazette* of 5th May contains the following:—

1. A notice that additional members of the Appeal Tribunals have been appointed under the Military Service Act, 1916, as follows:—Devon (1), Glamorgan (2).

2. A War Office Notice, dated 5th May (printed below), warning persons in the United Kingdom against acting as intermediaries for telegraphic or postal correspondence between neutral countries.

The *London Gazette* of 9th May contains the following:—

3. An Order in Council, dated 9th May, making variations in the Statutory List under the Trading with the Enemy (Statutory List) Proclamations (see *ante*, p. 420) as follows:—Additions: Denmark (13), Greece (12), Japan (66), Norway (3), Portugal (2), Sweden (2). Removals: Brazil (2), Netherlands (1), Persia (2), Sweden (2). Correction of names: Brazil (1), Netherland East Indies (1).

Appended to the list is the note printed *ante*, p. 431.

4. A Notice that Orders have been made by the Board of Trade under the Trading with the Enemy Amendment Act, 1916, requiring five more businesses to be wound up, bringing the total to 131.

A Supplement of 10th May to the *London Gazette* for 9th May contains the following:—

5. A Proclamation, dated 10th May, prohibiting, under Section 8 of "The Customs and Inland Revenue Act, 1879," and Section 1 of "The Exportation of Arms Act, 1900," and Section 1 of "The Customs (Exportation Prohibition) Act, 1914," and Section 1 of "The Customs (Exportation Restriction) Act, 1914," the exportation from the United Kingdom of certain articles. This is a consolidation with amendments and additions of the Proclamation of 28th July, 1915, and subsequent Orders in Council, the last being dated 14th April (*ante*, p. 431). The Proclamation of 28th July, 1915, was itself a consolidating Proclamation. The present list of goods prohibited for exportation is arranged in alphabetical orders, and covers fifteen columns of the *Gazette*. The letters A, B, or C are prefixed to the different items, shewing whether the prohibition extends (a) to all destinations; (b) to all ports and destinations abroad other than ports and destinations in British Possessions and Protectorates; or (c) to all destinations in foreign countries in Europe and on the Mediterranean and Black Seas, other than France and French Possessions, Russia, Italy and Italian Possessions, Spain and Portugal, and to all ports in any such foreign countries, and to all Russian Baltic ports.

6. A Proclamation, dated 10th May, under Section 43 of the Customs Consolidation Act, 1876, prohibiting the Importation into the United Kingdom of the following articles:—Bladders, Casings and Sausage Skins; Brooms and Brushes; Bulbs, Flower Roots, Plants, Trees and Shrubs; Canned, Bottled, Dried and Preserved Vegetables and Pickles; Horns and Hoofs; Ice; Vegetable Ivory; Moss Litter; Salt; Starch, Dextrine, Farina and Potato Flour. The prohibition is not to apply to any such goods which are imported under licence given by or on behalf of the Board of Trade, and subject to the provisions and conditions of such licence.

The Proclamation may be cited as the Prohibition of Import (No. 5) Proclamation, 1916.

7. An Order in Council, dated 10th May (printed below), making further amendments in the Defence of the Realm (Consolidation) Regulations, 1914.

Retransmission of Neutral Correspondence.

War Office, 5th May, 1916.

It has come to the knowledge of the Army Council that, notwithstanding the notice that was issued by the Home Office in May, 1915, firms and individuals in the United Kingdom are still receiving from Neutral Countries requests to act as intermediaries or agents for the receipt and re-transmission to other Neutrals of postal and cable correspondence.

In the case of postal correspondence, the question of misleading the censors as to who are the actual parties to the correspondence does not arise, since the letters themselves are self-explanatory in that respect, but in the case of cables the practice is often very misleading.

In both cases the re-transmission of correspondence by an intermediary is dangerous to the intermediary himself, since, as a rule, he has little or no knowledge of the transaction he is indirectly assisting to carry out, and may, unknowingly, become implicated in enemy trade or in the transmission of undesirable information, thereby causing his own legitimate correspondence to be regarded with suspicion.

All persons in the United Kingdom are therefore hereby warned to refuse to act as intermediaries for the re-transmission of telegraphic or postal correspondence, and all such intermediary correspondence will be specially liable to detention.

Defence of the Realm Regulations.

ORDER IN COUNCIL.

[Recitals.]

It is hereby ordered, that the following amendments be made in the Defence of the Realm (Consolidation) Regulations, 1914:—

1. The following paragraph shall be inserted at the end of Regulation 2:—

"If, after the competent naval or military authority has issued a notice that he has taken or intends to take possession of any movable property in pursuance of this regulation, any person having control of any such property sells, removes, or secretes it, without the consent of the competent naval or military authority, he shall be guilty of an offence against these regulations."

2. The following paragraph shall be inserted at the end of Regulation 2B:—

"If, after the Admiralty or Army Council or the Minister of Munitions have issued a notice that they have taken or intend to take possession of any war material, food, forage, stores or article in pursuance of this regulation, any person having control of any such material, food, forage, stores or article sells, removes, or secretes it, without the consent of the Admiralty or Army Council or the Minister of Munitions, he shall be guilty of an offence against these regulations."

3. In Regulation 8A for the words "and the occupier and every officer and servant of the occupier of the factory or workshop" there shall be substituted the words "and the occupier and every officer and servant of the occupier of the factory, workshop, or premises, and any other person affected by any such directions, regulations, or restrictions."

4. In Regulation 12B, for the words "audible in any street or other open space" there shall be substituted the words "audible at such a distance as to be capable of serving as a guide for hostile aircraft."

5. The following Regulation shall be inserted after Regulation 14C:—

"14D. A British subject shall not embark at any port of the United Kingdom, or attempt to leave the United Kingdom, as a member of the crew of an outward bound neutral ship, unless he came to the United Kingdom as a member of the crew of that ship, or unless he has in his possession a valid passport or has obtained the written permission of a competent naval or military authority or some person duly authorised by him, and if he does so, or if, where any such written permission has been granted subject to any conditions, he fails to comply with any such condition, he shall be guilty of a summary offence against these regulations."

6. For Regulation 24A, the following Regulation shall be substituted:—

"24A. If any person sends from the United Kingdom, whether by post or otherwise, any letter, document, or substance containing any written matter which is not visible or legible unless the medium in which it is written is subjected to heat or some other treatment, or any letter, document, or substance in which any other means for secretly communicating information is used, he shall be guilty of an offence against these regulations."

7. After Regulation 30C, the following Regulation shall be inserted:—

"30D. After the twenty-eighth day of May, nineteen hundred and sixteen, no person shall, without a permit issued under the authority of the Minister of Munitions, use or permit to be used any grain, either malted or unmalted, rice, sugar, or molasses, or any other material which may for the time being be specified in an order issued by the Minister of Munitions, in or for the manufacture or production of whisky or any other alcoholic spirits, and if any person acts in contravention of this provision, or fails to comply with any condition subject to which a permit under this regulation has been granted, he shall be guilty of an offence against these regulations; and if such person is a company, every director, manager and officer of the company shall also be guilty of an offence against these regulations, unless he proves that the contravention or failure took place without his knowledge or consent."

8. After Regulation 35 the following Regulations shall be inserted:—

"35A. It shall be lawful for the Admiralty or Army Council or the Minister of Munitions, after consultation with the Secretary of State, to make and apply to any factory, store, magazine, wharf, vessel, or other premises, in or upon which any ammunition or explosive substance, or any highly inflammable substance required for the production thereof, is manufactured, treated, produced, or stored, rules for the regulation of the persons managing, employed, or being in or about such premises, with a view to securing the safety of such premises and the persons therein, and in particular rules prohibiting, except as may otherwise be expressly provided under or in pursuance of such rules, any such person whilst in or about such premises from smoking or having in his possession any match or apparatus of any kind for producing a light, or any cigar, cigarette, pipe, or contrivance for smoking, or any tobacco; and any person who fails to comply with any such rule shall be guilty of a summary offence against these regulations."

"35B. If any person, having found any bomb or projectile or any fragment thereof, or any article whatsoever which he believes or suspects to have been discharged, dropped or lost from any aircraft or vessel of the enemy, neglects forthwith to communicate the fact to a military post or to a police constable in the neighbourhood, or on being so required neglects to send or deliver the same to the competent military authority or some person authorised by him for the purpose, he shall be guilty of an offence against these regulations."

9. After Regulation 41, the following Regulations shall be inserted:—

"41A. It shall be the duty of every person who in Great Britain employs any one or more male persons between the ages of eighteen and forty-one, to make and keep constantly posted up in some conspicuous place on the premises in or about which such persons are employed, or, if such persons are not employed in or about any premises, then on the employer's premises, a list of such persons in the form and containing the particulars mentioned in the table hereinafter contained, and to revise such list from time to time, and at least once in every month, and if he fails to do so, or knowingly makes any false entry in any such list, he shall be guilty of a summary offence against these regulations.

"Provided that—

"(*a*) where, in compliance with any requirements of the Minister of Munitions under section eleven of the Munitions of War Act, 1915, any employer keeps a register of male persons employed by him at any establishment, he shall as respects the persons so registered be exempt from the obligations imposed by this regulation; and

"(*b*) in the case of mines, employers who have furnished lists of their male employees to the colliery recruiting courts may be exempted from the obligations imposed by this regula-

tion to such extent as the Secretary of State with the concurrence of the Army Council may direct.

"It shall be the duty of every male person between such ages and so employed as aforesaid, on being required, to furnish to his employer such information as may be necessary to enable his employer to make and revise such list as aforesaid, or to keep a register in compliance with any such requirement of the Minister of Munitions as aforesaid, and if he fails to do so or knowingly gives any false information he shall be guilty of a summary offence against these regulations.

"Every list made in pursuance of this regulation, and every register made in compliance with any such requirement of the Minister of Munitions as aforesaid, shall at all reasonable hours be open for inspection by the competent naval or military authority or any person authorised by him, or by a police constable, or by any person authorised in that behalf by any Government department."

TABLE.

LIST OF MALE EMPLOYEES BETWEEN THE AGES OF 18 AND 41.

Name and Address of Employer .....

1.	2.	2a.	3.		4.	5.	6.	7.	7a.
Name and Initials.	Present Address (If registered under the National Registration Act at that Address, insert (R) in column 2a).		Insert M if married or widower with a dependent child, &c.	Insert S if single or a widower without dependent child.	Age	Date of engagement by present employer.	Employed as a	If in possession of any document entitling him to exemption from military service, state nature of document. If attested, insert (A) in column 7a.	

"41B.—(1) A person engaged in banking, bill discounting, or any transaction in foreign moneys or exchange, or any other business of a similar nature, shall not knowingly or wilfully do or allow to be done through him, or through any account kept with him, any transaction on behalf of or by or with any person in Europe, directly or indirectly for the transmission of money or credit from or to any enemy country, or for the benefit of any enemy, or of any person on the Statutory List issued in accordance with the Trading with the Enemy (Extension of Powers) Act, 1915, or any transaction which will clear or facilitate the settling or facilitate the settling or balancing of any such transactions.

"(2) Every such person as is first above mentioned shall make such returns of transactions done by him as may be required by a Secretary of State or by any person authorised by him in that behalf.

"(3) Any person who contravenes or fails to comply with any of the provisions of this regulation shall be guilty of a summary offence against these regulations.

"(4) A Secretary of State or any person authorised by him in that behalf, may make such orders as to him may seem reasonable for the further or better carrying into effect of this regulation.

"(5) For the purposes of this regulation the expression 'enemy' and 'enemy country' have the same meaning as in any Proclamations relating to trading with the enemy for the time being in force."

The Dollar Securities Scheme.

The Lords Commissioners of the Treasury have decided that, while it is not anticipated that the necessity to sell the securities deposited on loan with the Treasury will arise, they will be prepared, should such a contingency occur, to afford facilities to those depositors who may wish to purchase their securities. They have accordingly amended Clause 5 of the Memorandum of 22nd March, 1916, setting forth the terms and conditions of deposit as follows:—

(5) In case the Treasury should find it necessary to sell all or any of the securities deposited, the Treasury may take over all or any such securities on sending notification in writing to the registered address of the holder of the certificate. The Treasury will in that case pay the value of the securities mentioned in the notification, calculated at the New York Stock Exchange closing quotation of the day the notification is sent, with an addition of 2½ per cent. on the value so calculated. Payment to be made in London in sterling at the exchange of the day, without any deduction for brokerage and commission, on the day following the dispatch of the notification, against the surrender of the Treasury certificate.

Provided that in cases in which a desire to that effect has been expressed at the time of deposit (or in the case of securities already deposited within thirty-one days of the date of this notice), the Treasury will allow the depositor fourteen days in which he may release his securities on payment in dollars in New York of the value of the securities as fixed by the notification of sale, subject to the condition that, if the release is not effected within that period, the securities may be sold and the actual proceeds of the sale, plus 2½ per cent., paid to the depositor, on surrender of the Treasury certificate. Payment in sterling will be made on the day on which the depositor decides to exercise the option or, failing the exercise of such option, on the day on which notification of the actual sale of the securities is received, in either case against the surrender of the Treasury certificate.

New Excess Profits Referee.

The Chancellor of the Exchequer has appointed Mr. Albert W. Wyon, senior partner of the firm of Price, Waterhouse, & Co., chartered accountants, to the Board of Referees set up in connection with the Excess Profits Duty, to fill the vacancy caused by the death of Mr. J. Gurney Fowler.

Societies.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this association was held at the Law Society's Hall, Chancery-lane, on the 10th inst., Mr. Wm. C. Blandy (Reading) in the chair. The other directors present were Sir Henry J. Johnson and Messrs. T. S. Curtis, A. Davenport, W. Dowson, W. E. Gillett, C. Goddard, J. R. B. Gregory, C. G. May, W. A. Sharpe, R. S. Taylor, M. A. Tweedie, and W. M. Walters.

A sum of £385 was distributed in grants of assistance in necessitous cases; five new members were admitted, and other general business transacted.

The Land Union.

At the annual meeting of the Land Union, held on Monday, at the Central Offices, St. Stephen's House, Westminster, says the *Morning Post*, Lord Desborough drew attention to what had taken place in the House of Lords with regard to what is known as the *Lumsden case*, and the outstanding cases governed by that judgment. He also alluded to the remarks made in the Supreme Court of Appeal with reference to the *Forum case*. In the latter instance, with reference to Clause 4, he hoped, he said, that Parliament would redeem the pledges, three times given, to deal with instances similar to the Lumsden incident, where enormous valuation duties had been enacted, when it was admitted there had been

no increase in the valuation of the site. What he (Lord Desborough) suggested should be done was either to introduce the one-clause Bill promised by the Prime Minister on 23rd July, 1914, or else allow all these cases to stand over until Parliament had time to deal with the matter. He also pointed out what a disastrous effect these cases had had, and would have, on land where buildings were so urgently required.

The Casement Trial.

The *Times* understands that it has been decided to try Sir Roger Casement on charges of high treason. Accordingly a preliminary inquiry will begin before Sir John Dickinson at Bow-street Police Court on Monday next, and it will probably last several days. Afterwards a bill of indictment may be presented to a grand jury in the King's Bench Division. In that event the Lord Chief Justice will charge the jury, and should twelve at least of the twenty-three jurors find a true bill, his lordship will fix a date for the trial at the Bar, before three judges, and will formally nominate counsel and solicitors for the prisoner. The Attorney-General, Mr. Bodkin, and Mr. Travers Humphreys will appear for the Crown.

In these circumstances the trial, which by law must be in open court, cannot be held before the next law sittings, which begin on 20th June, because a grand jury is not summoned for the purpose of indictments in the High Court unless the Master of the Crown Office has received notice before the fourth day of any term of some business which is to be brought before such a jury. The procedure at the trial will be identical with that in the *Lynch case* in 1903.

Treatment of Irish Rebels.

The following letter from Viscount Bryce appeared in the *Westminster Gazette* of the 5th inst. :—

SIR,—Permit me to express hearty concurrence with Sir West Ridgeway in the advice which his thoughtful letter of yesterday contains. He knows, as others who have lived in Ireland or have studied her history know, that excessive severities have done far more harm by provoking a fresh revengeful disaffection than punishment has ever done to quell it. This was eminently true of the rebellion of 1798, suppressed with a cruelty which shocked the humane minds of the Viceroy (Lord Cornwallis) and Sir Ralph Abercromby. The abortive rising of 1848 (which I am old enough to remember) was treated with a comparative leniency which the public opinion of that day approved, and which was justified by the result. Its chiefs did not become heroes.

That condign punishment should be meted out to a few of those most responsible for this mad outbreak in Dublin, with its deplorable bloodshed, is inevitable. But this once done, a large and generous clemency is the course recommended by wisdom as well as by pity, and is all the more fitting because it will be a recognition of the fact that the rising was the work of a handful of persons, mostly ignorant, unbalanced visionaries, and is unequivocally condemned by the vast majority of the Irish people. —I am, faithfully yours, BRYCE.

Forest Row, Sussex, 4th May.

Obituary.

Mr. D. H. Carmichael Monro.

Lieutenant DAVID HENRY CARMICHAEL MONRO, Canadian Infantry, who died of wounds on 4th May, was the son of Mr. David Henry Carmichael Monro, of Burnt House, Cuckfield, Sussex, and nephew of Sir Charles Monro. He was born in 1885 and educated at Shrewsbury and Oriel College, Oxford. He was called to the Bar at Lincoln's-inn, and obtained an appointment in the Nigerian Civil Service, in which he remained three years and left owing to ill-health. He went out to Canada, and joined the Canadian Army early in September, 1914, when he was given a commission. He came to England in May, 1915, with his regiment and went with it to the front on 17th September in the same year. They were sent immediately to the trenches, where he remained till his death, except for three weeks' leave in April, given partly for his health.

Legal News.

Appointment.

Mr. Justice YOUNGER (commoner, 1880-1883) has been elected an Honorary Fellow of Balliol College, Oxford.

Dissolution.

HARRY SKIPTON WADE and HUGH MEYRIC HUGHES, solicitors (Wade & Meyric Hughes), at No. 15, Swan-hill, Shrewsbury, in the county of Salop. Oct. 31, 1912. From that date the practice will belong to and be carried on by the said Hugh Meyric Hughes alone.

[*Gazette*, May 5.

General.

After over thirty years' service, Sir Thomas Hewitt, K.C., has retired from the position of Counsel to the Commissioners of Taxes for the City of London.

Mr. Richard Walter Tweedie, aged eighty-two, of Linden-gardens, W., and Ashurst-hill, Ashurst, Kent, a partner in A. F. & R. W. Tweedie, solicitors, of Lincoln's Inn-fields, one of the oldest practising solicitors, having been admitted in 1856, left estate of gross value £31,211.

The court-martial on Mr Scott-Duckers was to open on Wednesday at the Rifle Brigade Barracks, Winchester. It is over four weeks since his arrest, and for the last three weeks he has been confined in one of the guardroom cells. He has been told that the charge of refusing to be medically examined has been dropped, and that evidence has been taken afresh on the refusal to wear uniform.

The particulars of sale of the late Lord Alverstone's Surrey seat, Winterfold, Cranleigh, which he built thirty years ago, have been prepared by Messrs. Knight, Frank, & Rutley and Messrs. Tuckett, Webster, & Co., who are to sell it on behalf of the executors. The house stands 550 ft. above sea level, away from the Cranleigh and Guildford road, and commands views over Hindhead, Black Down, and the hills above Portsmouth.

Mr. F. N. Keen, of the Parliamentary Bar, speaking at the Surveyors' Institution on Monday, says the *Times*, submitted a comprehensive scheme for the development of agricultural land. He suggested that within a radius of ten miles from the centre of a town 10,000 or 15,000 acres might be acquired first and the enterprise managed by a Parliamentary company as one co-operative concern. The company, which would be under Parliamentary control, should not be run in the interests of outside capitalists, but a large financial interest, and if possible the predominant interest, should be vested in those engaged in active employment under the company.

When the case of the *London and Rochester Barge Co.* v. *General Stone and Marble Co.* was called on, Mr. Justice Scrutton on Tuesday asked Mr. Randolph, K.C., counsel for the plaintiff, if he could explain why his solicitors had not informed the officials of the court how long the case was likely to last. The Court was always endeavouring, in the interests of litigants, not to put an unsuitable number of cases into the lists, and solicitors had been repeatedly asked to give this necessary information. Mr. Randolph told his lordship that the solicitors had no excuse to offer for their omission, and Mr. Justice Scrutton complained that he had not received the help he was entitled to expect from officers of the court. The hearing of the case, of which the facts were not of public interest, then proceeded.

At the Cenral Criminal Court on Monday, says the *Times*, before Mr. Justice Darling, James Davies Jehu, 65, solicitor, on bail, pleaded "Guilty" to certain counts in an indictment charging him with converting to his own use and benefit property of which he was a trustee. He pleaded "Not guilty" to the rest of the counts, and they were not proceeded with. It was stated that the money misappropriated amounted to £4,341. On the defendant's behalf it was explained that the origin of the matter was his lending £4,000 to a merchant who had since become bankrupt. The defendant was desirous of making restitution out of money to which he had recently become entitled. Mr. Justice Darling sentenced the defendant to three years' penal servitude.

The Property Mart

Forthcoming Auction Sales.

May 17.—Messrs. TROLLOPE, at the Mart, at 2: Leasehold Properties (see advertisement, back page, this week).

May 16.—Messrs. HAMPTON & SONS, at the Mart: Freehold (see advertisement back page, this week).

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Neville.	Mr. Justice Eve.
Monday May 15	Mr. Church	Mr. Borrer	Mr. Synge	Mr. Greswell
Tuesday 16	Farmer	Leach	Borrer	Church
Wednesday .. 17	Synge	Goldschmidt	Jolly	Leach
Thursday 18	Jolly	Farmer	Bloxam	Borrer
Friday..... 19	Bloxam	Church	Goldschmidt	Synge
Saturday 20	Greswell	Synge	Farmer	Jolly

Date.	Mr. Justice SARGANT.	Mr. Justice ASTBURY.	Mr. Justice YOUNGER.	Mr. Justice PETERSON.
Monday May 15	Mr. Jolly	Mr. Farmer	Mr. Goldschmidt	Mr. Leach
Tuesday 16	Greswell	Synge	Bloxam	Goldschmidt
Wednesday .. 17	Borrer	Bloxam	Farmer	Church
Thursday 18	Synge	Goldschmidt	Church	Greswell
Friday 19	Farmer	Leach	Greswell	Jolly
Saturday 20	Bloxam	Church	Leach	Borrer

High Court of Justice—King's Bench Division.

EASTER SITTINGS, 1916.

Dates.	LORD CHIEF JUSTICE.	RIDLEY, J.	DARLING, J.	BRAY, J.	A. T. LAWRENCE, J.	LORD COLERIDGE, J.	SCRUTTON, J.	AVORY, J.	HORRIDGE, J.	LUSH, J.	ROWLATT, J.	HASLAGRAVE, J.	ATKIN, J.	SHEARMAN, J.	BANKES, J.	LOW, J.
1916. May 2	Court of Appeal	Divisional Court Judgment Chambers and N.J.	S.J. Ct. Cr. intervening	Divisional Court Judgment Whitsun Vacation	Whitsun Vacation	S.J.	Order XIV.	Divisional Court Judgment	Bankruptcy Northern Circuit Liverpool intervening	Court of Appeal	N.J.	Whitsun Vacation	Commercial List and Revenue Paper	Divorce.	C.J.	Northern Circuit
3	"	"	"	"	"	"	N. Eastern Circuit S.J.	N. Eastern Circuit C.J.	"	"	"	"	"	"	"	"
10	"	"	"	"	"	"	Special Paper	"	"	"	Divisional Court	N.J.	"	"	Divisional Court	"
15	"	"	Whitsun Vacation	S.J.	-	"	"	"	"	"	"	"	"	"	"	"
16	"	"	"	"	"	"	"	"	Divorce	"	"	"	"	Northern Circuit Manchester	"	"
20	"	"	" 1 S. Eastern Summer Circuit	"	"	"	"	"	"	"	"	"	"	"	"	"
23	"	"	"	"	"	"	Court of Appeal	"	"	"	"	"	"	"	"	"
24	"	S. Wales Summer Circuit	"	"	1 Western Summer Circuit	N. Wales Summer Circuit	"	Cnt. Cr. Ch. intervening	"	Railway Commission intervening	"	Chambers	"	"	"	"
27	"	"	"	1 Oxford Summer Circuit	"	"	"	"	"	"	"	1 Midland Summer Circuit	"	"	"	"
31	"	"	"	"	"	"	"	"	"	Chambers	Chambers and N.J.	"	"	"	N.J.	"
June 5	"	"	"	"	"	"	Whitsun Vacation	"	"	S.J.	"	"	"	O.J.	"	Northern Summer Circuit
6	Whitsun Vacation	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
7	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
9	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

Winding-up Notices.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 21.

ADAMS PATENTS (EASTBOURNE) LTD.—Creditors are required, on or before May 31 to send their names and addresses, and the particulars of their debts or claims, to Mr. P. Morgan Jones, 1, Station par, Eastbourne, liquidator.

HALL, DAVIS & HALL, LTD.—Creditors are required on or before May 20, to send in their names and addresses, with particulars of their debts or claims, to Cyril Albert Herrtage, Jessel Chambers, 88-90, Chancery la, liquidator.

ILKESTON MOTOR & ELECTRICAL ENGINEERING CO, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 16, to send their names and addresses, and the particulars of their debts or claims, to Alan Boaler, King st, Nottingham, liquidator.

JOINT STOCK COMPANIES JOURNAL, LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before May 15, to send their names and addresses, and particulars of their debts or claims, to George Ernest Sendell, 36, Walbrook, liquidator.

JOSÉ, LTD.—Creditors are required forthwith to send their names and addresses, and the particulars of their debts or claims, to W. Boniface, 2, Clement's inn, Strand, liquidator.

PORTSMOUTH & SOUTHAMPTON LIGHTERAGE CO, LTD.—Creditors are required, on or before June 5, to send their names and addresses, and the particulars of their debts or claims, to Charles Stanley Hopkins, Cambridge Junction, High-street, Portsmouth, liquidator.

THOS. REA & SONS, LTD.—Creditors are requested, on or before May 2, to send in their names and addresses, with particulars of their debts or claims, to Frederick William Allen, 7 and 8, Railway approach, London Bridge, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, April 25.

ALBION MILL CO (BACUP), LTD.—Creditors are required, on or before May 9, to send in their names and addresses, with particulars of their debts or claims, to Joseph Holm, The Greens, Bacup, Lancs, liquidator.

ECCLES PICTURE THEATRE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Mr. Arnold Watson, 111, Corn Exchange bldgs, Manchester, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, April 14.

Kadeks, Ltd.
Gannow Patent Brick Co, Ltd.
C. Savage, Ltd.
British N. A. G. Motor Co. Ltd.
New Somerby Club & Institute Co, Ltd.
Imperial Cabinet Co, Ltd.
Torymynydd Rhondda Colliery Co, Ltd.
A. Fitch & Son (Clacton), Ltd.
Standard Stores, Ltd.
Glenmay Steamship Co, Ltd.
Glenroy Steamship Co, Ltd.
Thomas R. Cook, Ltd.

London Gazette.—TUESDAY, April 18.

King's Autocar Co, Ltd.
W. Hughes & Son (Bangor), Ltd,
Woodford Motor and Engineering Co, Ltd.
Folkes & Sansom, Ltd.
Seaton & Co, Ltd.
Weston & Green, Ltd.
London & Paris Stores (1913), Ltd.
Patent Lubricating Bag Co, Ltd.
Farley & Co, Ltd,
Idle Stone Sawing & Quarry Co, Ltd.
Smallholders' & Poultry Keepers' Co-operative Society, Ltd.
Mills' Motors, Ltd.
Jean Dunsmore, Ltd.
Norman and Beard, Ltd.
British Systems, Ltd.
Black Horse Garage Co, Ltd.
French & Harris, Ltd.
Lytham Motor & Carriage Co, Ltd.

London Gazette.—FRIDAY, April 21.

Threadneedle Syndicate, Ltd.
Essams Chemists, Ltd.
Ashwells, Ltd.
Allen & Currie, Ltd.
Travis & Wevill, Ltd.
Picture House Syndicate, Ltd.
Hall, Davis and Hall, Ltd.
Thomas Gardner and Sons, Ltd.
Reliance Bolt & Nut Co, Ltd.
Wansbeck Steam ship, Ltd.
Auricula Steamship Co, Ltd.
Port St. Mary Steamship Co, Ltd.
Waltons, Ltd.
Gotar, Ltd.
s'Gravenhage Association, Ltd.

London Gazette—TUESDAY, April 25.

Pimlico House Boy Brigade (Incorporated).
Pontypridd and Rhondda Valleys Billposting and Advertising Co, Ltd.
Ardwick Electric Regulator Co, Ltd.
Almeria Steamship Co, Ltd.
New Full Back Gold Mining Syndicate, Ltd.

London Gazette.—FRIDAY, April 28.

Evans Construction Syndicate, Ltd.
Excelsior Aluminium Solder Co, Ltd.
Rotary Photographic Co, Ltd.
Barrance & Ford, Ltd.
Kap Manufacturing Co, Ltd.
Robert H. Patterson (Manchester), Ltd.
Imperial Hotel, Exmouth, Ltd.
Pheysey, Ltd.
Store of Joseph Park (Southport), Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 14.

MCLACHLAN, WILLIAM THOMAS, Bede Burn-rd, Jarrow, Durham, Building Society Secretary May 19 North British and Mercantile Insurance Co. v. McLachlan, Astbury, J. Gibson, Newcastle-on-Tyne

London Gazette.—TUESDAY, April 18.

LUND, WILLIAM BULLEN, Nottingham-pl, Marylebone May 23 J. and H. Gosschalk v. Lund, Neville, J. Walton, Great Tower-st

NIGHTINGALE, JOHN WILLIAM, Great Yarmouth, Hotel Proprietor May 17 Barclay & Co. (Limited) v. Nightingale, Judge in Chambers, Room No. 268, Royal Courts Preston, South Quay, Great Yarmouth

London Gazette.—FRIDAY, April 21.

JONES, EDWARD, Bedwas, Monmouth June 7 Lewis v. Jones, Peterson, J. Treasur, Pegam, Monmouth.

London Gazette.—FRIDAY, April 28.

SAMWORTH, JOHN, Longthorpe, near Peterborough, Farmer May 31 Samworth v Harris and Another, Astbury, J. Batten, Peterborough

London Gazette.—FRIDAY, May 5.

HANDLEY, EDWARD, Albion House, Long Leys-road, Lincoln, Brickmaker June 8 Willesden and Acton Brick Co. (Limited) v. Handley and Another and Webb v. Handley, Eve and Peterson, JJ. Simmons, Cheapside

KEMPE, ARTHUR WHITEMAN, Blossom-st, York, Medical Practitioner June 9 Kempe v. Mollliet and Others, Peterson, J Macmin, Dowgate-hill, Cannon-st

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 21.

ATKINSON, BARBARA, Newcastle upon Tyne May 8 Lambert & Lambert, Gateshead

BEAUCLERK, EMILY JOANNA FRANCES, Guernsey May 31 Martley & Barlee, Westland row, Dublin

BENTLEY, JOHN, Batley, Yorks, Engineer May 10 Wood, Ravensthorpe, Dewsbury

BORROWS, MARY, Northwich, Chester May 22 Dixon & Son, Northwich

BOWLES, JOHN CAMPBELL, Chatham May 31 Pontifex & Co, 34 Andrew st, Holborn cir

BROWN, ANN, New rd, Woolwich June 24 Stone, Powis st, Woolwich

CHALLINOR, CLARA JANE, Great Haywood, Stafford June 3 Windeatt & Windeatt, Totnes

CHAPMAN, JOHN BENJAMIN, Florence rd, New Cross, Insurance Broker May 19 Avery & Wolverson, New Cross rd

DARLEY, JANE, Hodford rd, Golders Green May 20 Darley & Co, John st, Bedford row

ELAND, EMMA ELIZABETH, Thorverton, Devon May 25 Salmon & Cumberland, Bristol

EVANS, ROBERT HENRY, Sutton Coldfield, Warwick June 1 Ansell & Sherwin, Birmingham

FINUCANE, TIMOTHY, Harpurhey, Manchester May 9 Swire & Higson, Manchester

GADSDEN, JESSE, Northall, Bucks June 24 Newton & Calcott, Leighton Bussard

GEACH, EMILY ANN, De Vere gdns, Kensington May 31 Leadbitter & Neighbour, Great St Helen's

HARMAN, ALFRED, Union st, Blackfriars May 19 Rawlings & Co, Walbrook

HAWKINS, CHARLOTTE MARY, Paignton, Devon June 5 Bond, Lower James st

HENDERSON, JAMES, Benwell, Newcastle on Tyne, Machinist May 15 Melineux & Sinton, Newcastle on Tyne

HEPWORTH, JANE, West Croydon May 20 Faithfull, Winchester

HITCHINSON, Capt JAMES WALKER, Harding, Natal, Surveyor May 25 Cahill, Cleveland rd, Ilford

HOLLIDAY, HARRY, Charlwood st, Pimlico May 29 Yelding & Co, Vincent sq, Westminster

HOLLOWAY, HENRY LEONARD, Lewisham High rd, Builder May 19 Avery & Wolverson, New Cross rd

HOLT, STEPHEN, Hindley, Lancs May 5 Taylor & Co, Wigan

HOPKINS, MARIA, Ilfracombe May 25 Rowe & Warren, Ilfracombe

KENT, JAMES, Middleton, Lancs, Smallware Manufacturer May 10 Butcher, Blackpool

KING-CHURCH, CYRIL EDWARD, Newton mans, Queen's Club gdns, West Kensington May 24 Field & Co, Lincoln's inn fields

KNOTT, RALPH LEONARD, Speldhurst, nr Tunbridge Wells May 31 Stannard & Bosanquet, Eastcheap

LAWN, JAMES Gwennap, Cornwall June 1 Jenkin & Co, Redruth

LEWIS, LEWIS, Carmarthen June 1 Davies, Carmarthen

LOWDELL, ANNIE GWENLLIAN, Warrington cres, Maida Vale May 24 Moon & Co, Bloomsbury sq

MADAN, ELIZABETH HENRIETTA, Bleasby Hall, Nottingham May 20 Parr & Butlin, Nottingham

MORRIS, WILLIAM, Belsize av May 19 Tatham & Lousada, Old Broad st

ORDE, Rt Hon ROBERT JULIAN, Seventh Earl of Roden, Bryansford, County Down, Ireland June 2 Baileys & Co, Berners st

POINTON, ALICE, Stoke upon Trent May 27 Marshall & Co, Stoke upon Trent

PRILL MARY, Bromley Common, Kent May 6 Weller, Bromley

PORTER, MATILDA, Spaxton, Somerset May 17 Bishop, Bridgwater

PRANCE, LAURA AGNES, Frognall mans, Hampstead May 31 Sturt, Old Jewry

QUINTIN, CHARLOTTE FELICIA, Bournemouth May 1 Trevanion & Co, Bournemouth

ROBERTSON, JOHN, CIE, Rydes Hill nr Guildford June 9 Lattey & Hart Leadenhall st,

ROSS, FRANK, St Mary's rd, Canonbury May 22 Leader & Co, Newgate st

SEWELL, THOMAS DAVIES, Grosvenor rd, Westminster May 31 Neale, Temple House, Temple av

SHEPHERD-CROSS, HERBERT, Buntingford, Herts May 31 Pontifex & Co, 34 Andrew st, Holborn cir

SNELL, WILLIAM SYDNEY, Twerton, Bath, Engineer May 29 Withy, Bath

STRACHAN, CLARA ANN, Weston super Mare June 12 Bevan & Co, Bristol

SYMES, CHARLES WILLIAM, Blandford Forum, Dorset, Solicitor May 31 Guscotte & Co, Essex st

TATE, LOUISA MARY REBECCA, Bournemouth May 20 Sherrin, Bournemouth

TAYLOR, MARY, Monton, Eccles, Lancs May 31 Watson, Manchester

TAYLOR, MARIAN LOUISA, Sutton Coldfield, Warwick June 3 Locker, Birmingham

TOCK, REBECCA, Crosby, Lincoln May 22 Symes, Scunthorpe, Lincs

TORIN, RICHARD MAYNARD, Wellington College Station, Berks June 1 Hilder & Co, Jermyn st

TRUMAN, CHARLES BECKIT, Nottingham, Wine Merchant May 31 Eking & Co, Nottingham

TRUMAN, MARSHALL WILLOUGHBY, Nottingham, Wine Merchant May 31 Eking & Co, Nottingham

TURNER, HAROLD ERNEST, Maryland sq, Stratford, Essex, Engineer Aug 31 Pepplatt, Lincoln's inn fields

WINSTONE, FLORENCE, Clifton, Bristol May 26 Sturge, Bristol

WYLEY, JOHN FREDERIC, Broadstone, Dorset May 31 Linklater & Co, Bond ct, Walbrook

WYLEY, MARY, Broadstone, Dorset May 31 Linklater & Co, Bond ct, Walbrook

London Gazette.—TUESDAY, April 25.

ARMOUR, ARTHUR CURRIE, New Brighton, Chester, Metal Broker June 1 Donnison & Edwards, Liverpool

BANNERMAN, VIRGINIA EMILIE, Simla, India June 17 Kimbers & Boatman, Lombard st

BINNEY, WILLIAM HARDMAN, Egham, Surrey May 25 Whitney & Moore, Kildare st, Dublin

COWIE, AGNES GERTRUDE MORGAN, Bude, Cornwall May 27 Buckingham & Kindersley, Exeter

DIXON, ELIZABETH, Great Ayton, Yorks May 31 Belk & Co, Middlesbrough

GALLIE, ARTHUR LOCKHART, Whitchurch, Tavistock, Devon May 18 Shelly & Johns, Plymouth

GARRARD, ALBERT EDWARD, Camberwell rd, Licensed Victualler May 31 Loxley & Co, Cheapside

JONES, JANE, Bettws-y-coed, Carnarvon June 3 Bradshaw & Waterson, Finsbury sq

MERRIMAN, EDWARD BAVERSTOCK, Hyde Park gdns May 28 Cameron & Co, Gresham house, Old Broad st

MILFORD JOHN, and MARY MILFORD, Bath June 11 Scott, Bath

MILLAR, HUGH BLYTH, San Francisco, California, USA, Artist June 8 Duffield & Co, Broad st av

MORRIS, THOMAS MIDDLETON, Barnes, Surrey, Solicitor June 15 Davidson & Morriss Queen Victoria st

READER, MARGARET, Cheadle Hulme, Chester May 22 Parker, Manchester

ROBERTS, GEORGE, Putney Bridge rd, Putney May 31 Taylor, Upper Richmond rd, Putney

SAMUEL, JOSEPH, Abercorn pl, St John's Wood May 31 Davis, Albemarle st

SENIOR, THOMAS, Shepley, nr Huddersfield, Brewer May 31 Armitage & Co, Huddersfield

SHANKS, HEMSLEY HARDY, Plymouth May 18 Shelly & Johns, Plymouth

SUMSION, WILLIAM, Batheaston, Somerset June 11 Scott, Bath

London Gazette.—FRIDAY, April 28.

ADDYMAN, MICHAEL, Warsill Hall, nr Ripley, Yorks, Farmer May 26 Kirby & Co, Harrogate

AMBROSE, GEORGE, Brook st, Kennington May 30 Cran, King's Bench walk

BARDSLEY, JAMES, Hazel grove, Chester, Assistant Overseer June 24 Johnsons, Stockport

BOWDEN, RICHARD ARTHUR, Grantham, Publican June 28 Thompson & Sons, Grantham

BRYANT, JOHN, Fordingbridge, Southampton, General Labourer June 1 Beach, Fordingbridge, Hants

CASE, FREDERICK, White Lion st, Norton Folgate May 27 Proudfoot & Chaplin Verulam bldgs, Gray's inn

CHAYTOR, Rev WILLIAM, Bolton May 29 Fullagar & Co, Bolton

CHURCHILL, CHARLES, Seven Sisters rd, Stoke Newington May 31 Bromley, Finsbury house, Blomfield st

COATES, FRANCIS, Little Habton, Yorks, Farmer May 20 Pearsons & Russell, Helmsley, Yorks

DUPONT, GEORGE, Ampthill, Beds May 15 Sharman & Trethewy, Ampthill

EMANUEL, ANNIE, Lancaster gate May 27 Emanuel & Emanuel, Southampton

FISHER, CHARLES EDMUND, Gwersyllt, nr Wrexham June 10 Peele & Co, Shrewsbury

GILBERT, MARIA, East Kirkby, Nottingham, Builder May 10 Rorke & Jackson, Nottingham

GORDON, VIVIAN, Clifton, Bristol June 7 Neish & Co, Watling st

HICKLING, SAMUEL GEORGE, Leicester, Dyer's Labourer June 12 Moss & Taylor, Loughborough

KAIN, WILLIAM JOHN, Hove June 1 Marx & Colbourne, Brighton

KERRY, ELIZABETH MARY ANN, Leytonstone, Essex June 8 Mason, Finsbury pvmt

MAGHER, JULIUS, Hull May 27 Reed & Reed, Guildhall chmbrs, Basinghall st

MCLAY, JOSEPH, Park st, Greenwich May 26 Stewart, Public Trustee, Kingsway

MEADE, THOMAS DE COURCY, Burton, City Surveyor of Manchester May 31 March & Co, Manchester

NELSEY, MICHAEL, Wainfleet Saint Mary, Lincoln, Farmer May 13 Thimbleby & Son, Spilsby

RAMSDEN, AZUBAH, Blackpool May 30 Robinson, Blackpool

ROBINSON, DAVID DURRANT, Leigh on Sea, Essex June 1 Young & Grave, Leigh on Sea

RYMER, JOHN HENRY, Tunbridge Wells June 1 Gasquet & Co, Great Tower st

STOWELL, ANN, Anhalt rd, Battersea June 1 Lee & Pembertons, Lincoln's inn fields

TOULMIN, ELIZABETH ANNE, Southampton May 20 Crosse & Sons, Lancaster pl, Strand

TUFNELL-KLUG, CHARLES ARTHUR WILLIAM, North gate, Regent's Park May 27 Hart Staple inn

WAINWRIGHT, HENRIETTA, Buncombe, North Carolina, USA July 31 Lowe & Co Temple gdns

WALLEY, FREDERICK ARTHUR, Chorlton cum Hardy, Manchester, Cotton Buyer May 26 Hardman, Manchester

WHITEHEAD, HARRY, Virginia Water, Surrey June 1 Wigan & Co, Norfolk House Victoria Embankment

WILLS, ELIZA, Luton May 21 Darnell & Price, Northampton

London Gazette.—TUESDAY, May 2.

ADAMS, WILLIAM, Frobisher rd, Hornsey May 23 Forbes & McLean, Queen st

ATKINSON, WILLIAM, Eccles, Lancs June 15 Domakin & Co, Manchester

BALLIN, JACOB SAMUEL, Clarence ter, Regent's Park June 9 Lewis & Yglesias, Old Jewry

BIGGS, KATHLEEN SARAH, Richmond, Surrey June 6 W & W S Drawbridge, Scarborough

BRADBURY, MARY, Sheffield June 9 Kesteven, Sheffield

BRADLEY, CECILIA GRACE ELLEN, Shooters Hill rd, Blackheath June 1 Levett, Salters' Hall ct

BURTLES, JOHN, Lausanne rd, Hornsey, Commercial Traveller June 13 Tomkinson & Co, Burs'em

CARRINGTON, HARRIET DOROTHY, Gloucester May 31 Hills & Shea, Margate

CLARKE, WILLIAM MARK, Felixstowe May 30 Kersey, Ipswich

COQUI, ANNA FREDERICA SERVASINA, Durban, Natal June 2 Lloyd, Wormwood st

COX, ELIJAH NOAH, Draycott, nr Stoke on Trent May 15 Chapman, Smethwick

CRAWFORD, CHARLES FREDERICK, Lewin rd, Streatham June 1 Crawford & Co, Cannon st

CRAWSHAW, STEPHEN, Dewsbury June 1 Stapleton & Son, Dewsbury

DAILY, CHARLES JOHN, Romford rd, Stratford June 1 Morgan-Samuel, Dyers Hall rd, Leytonstone

DAWKIN, PETER CLINTON, Milton, Portsmouth June 24 Pink & Marston, Portsmouth

FIELD, CHARLOTTE, Wanstead, Essex June 8 Forbes & Son, Mark ln

FEY, CATHERINE ALETHE SARAH, Beaufort mans, Chelsea June 7 Nisbet & Co, Lincoln's inn fields

GALBRAITH, Rev JOHN, Chew Magna, Somersetshire May 20 A G & N G Heaven Bristol

GAWN, SAM, Ryde, Isle of Wight May 31 Thirkell, Ryde

GOODWIN, Rev JAMES, Long Stratton, Norfolk June 1 Ryland & Co, Birmingham

HAILSTONES, PERCY REGINALD WRIGHT, Wallington, Surrey June 6 Rivers & Milne, Gracechurch st

HASTINGS, FRANCES ANNA, Bromsgrove May 20 Blount & Co, Albemarle st

HOBBS, ALBERT, Barnstaple May 31 Brewer & Son, Barnstaple

HOBSON, STANLEY, St Cuthbert's Hatch End, Middlx Sept 1 Monks, Cannon st

KLINGENSTEIN, WILLIAM, Sutherland av, Maida Vale June 1 Coburn & Co, St Helen's pl

KORN, EDWARD HERMANN, South Shields June 1 Hannay & Hannay, South Shields

LANCE, WILLIAM THOMAS, Wigan, Waggon and Ironworks Manager June 10 Pearce & Ellis, Wigan

LEACH, FREDERICK, Stanford rd, Kensington June 1 Spottiswoode, Norfolk st

LEWIS, WILLIAM WALLER (otherwise LEWIS WALLER), The Albany, Piccadilly, Actor June 24 Wilkinson & Co, Bedford st, Covent gdn

MACHEN, CHARLES WILLIAM, Detroit, Michigan, USA June 6 Smith & Co, Sheffield

MILLAR, WILLIAM, Brighton June 6 Borlase & Johnson, Brighton

O'MALLEY, MICHAEL, Guilford st, Russell sq May 27 Barlow & Co, Fenchurch st

RAWSON, OCTAVIA, Faygate, Sussex June 13 Corbould & Co, Henrietta st, Cavendish sq

READ, JOHN FREDERICK CULLINGFORD, Lindsay house, Shaftesbury av June 3 Peet & Mandnell, Essex st

ROEBUCK, HENRIETTA ZIPPORAH, Sevenoaks June 1 House, Sevenoaks

SCATCHELL, MARY ANN, Torquay May 26 Kitson & Co, Torquay

SCORFIELD, JOHN THOMAS, Middlesbrough, Locomotive Driver May 27 Dawes, Middlesbrough

SEAL, HORACE, Whitkirk, Yorks, Farmer June 3 Harland & Plackett, Leeds

SHEPHERD, ANN, Frizington, Cumberland May 29 Thompson, Whitehaven

THEOBALD, HENRY WELLS DEWHURST, Isleworth, Middlx June 1 Hunter & Haynes, New sq

WELLER, MARY ANN, Codicote, Herts May 31 Hawkins & Co, Hitchin, Herts

WATSON, MARGARET, Rhyl June 1 Lloyd, Rhyl

WAY, GEORGE CURREY, Ixopo, Natal June 1 Currey & Co, Great George st, Westminster

WILSON, MARTHA BISHOP, Oxford May 30 Wilson & Co, Bedford row